

## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

of the private company with limited liability according to Dutch law

### **CAREPACK (HOLLAND) B.V.,**

having its registered office in Oude Meer and principal place of business in Schiphol-Rijk, filed on 21 April 2021 with the registry of the District Court Amsterdam, location Amsterdam under number 23/2021

#### **Article 1: Applicability**

- 1.1 These general terms and conditions of sale and delivery apply to all offers and agreements between the private company with limited liability CarePack B.V., hereafter referred to as: CarePack, and a purchaser, to which CarePack has declared these terms and conditions applicable, unless otherwise agreed in writing between the parties.
- 1.2 The purchaser's general terms and conditions are excluded, meaning that those general terms and conditions will not be applicable, unless CarePack has consented to the applicability thereof in writing.

#### **Article 2: Offers and agreements**

- 2.1 All offers are free of obligation and valid for 30 days, unless otherwise specified by CarePack.
- 2.2 Offers are based on the illustrations and specifications submitted and the prices and exchange rates in force at that time.
- 2.3 CarePack is only bound to an offer accepted by the purchaser or a contract awarded by the purchaser following written confirmation by CarePack.
- 2.4 Verbal promises by and arrangements with employees of CarePack who have no authority to represent the company will not be binding upon CarePack until they have been confirmed in writing by CarePack.
- 2.5 The content of price lists, leaflets, printed matter, illustrations, drawings and photos, and specified dimensions and other descriptions are not binding for CarePack, unless the agreement explicitly refers to such documents. Minor variations do not constitute grounds for dissolution, cancellation or compensation.
- 2.6 Information, pictures, verbal communication, statements etc. by telephone, by e-mail or by website provided by CarePack with regard to everything concerning her offer, her products and/or the main important features of the products, will be done by CarePack as accurately as possible. It may occur, however, that despite its care to be as accurate as possible, (textual) inaccuracies can be present. CarePack reserves all rights for that situation, meaning that no rights can be derived from the provided information and/or content which seems to be inaccurate, Deviations and/or inaccuracies will not lead / provide the purchaser to initiate a claim for damages and / or to terminate the contract.

#### **Article 3: Prices**

- 3.1 All prices are quoted exclusive of VAT and excluding transport, unless otherwise indicated.
- 3.2 CarePack is entitled to amend its prices. In the event of price changes, the purchaser, unless agreed otherwise in writing, is entitled to dissolve the concluded agreement by means of a written statement if it concerns a price increase of more than 10%. Dissolution must take place immediately after the purchaser has been notified of the price increase. If a price increase is a result of a statutory or other government measure, CarePack is entitled to pass on the increase to the purchaser, even where the price has been agreed as a fixed

price, without this resulting in a right for dissolution and/or termination on the part of the purchaser. In case of obvious errors and/or obvious errors in writing in price quotes, such will not lead to the right to dissolve or to terminate the contract by the

purchaser, while these obvious errors and/or obvious errors in writing can be corrected by CarePack after the agreement has been concluded.

#### **Article 4: Delivery and delivery time**

- 4.1 Unless otherwise agreed, delivery is ex works, which means the business premises of CarePack. If one of the “Incoterms” is agreed as a term of delivery, the most recent version of Incoterms will apply as issued by the I.C.C. (the International Chamber of Commerce) prevailing at the time the agreement is concluded.
- 4.2 The goods purchased will be transported at the expense and risk of the purchaser. The purchaser must take out adequate insurance.
- 4.3 The purchaser is obliged to take delivery of the goods purchased at the moment that they are made available or delivered to him in accordance with the agreement, being that the goods are made available for the purchaser or are delivered to the purchaser at the moment that purchaser can take his possession of the goods. At that moment the liability for the goods transfers from CarePack to the purchaser. If the purchaser refuses to take delivery of the goods, or is late supplying information or instructions necessary for the delivery, the goods will be stored for costs and risk of the purchaser. The purchaser will then incur all the additional costs, including in all cases those relating to storage.
- 4.4 CarePack is entitled to deliver sold goods in parts. If the goods are delivered in parts, CarePack is authorised to invoice for each part separately.
- 4.5 In terms of the number of goods to be delivered by CarePack, CarePack is entitled to deliver a maximum of 10% more or less than the agreed quantities to be delivered. This also applies to goods to be delivered to the purchaser on demand in the context of a framework agreement.
- 4.6 A delivery time agreed upon is not a firm deadline, unless explicitly agreed otherwise. If delivery is not made on time the purchaser must declare CarePack to be in default, in writing.
- 4.7 The delivery time only begins when the purchaser has given CarePack all the information that CarePack indicates is necessary or that the purchaser should realise is necessary as part of the performance of the agreement. CarePack is authorised to extend the deadline by the period during which the purchaser has failed to pay any amount owed to CarePack once this has become payable.

#### **Article 5: Name and brand**

Unless otherwise agreed in writing, CarePack is authorised to deliver the goods purchased including a name and/or brand label.

#### **Article 6: Complaints**

- 6.1 The purchaser must (have someone) inspect the goods purchased at the time of the delivery. It must check whether the goods delivered conform to the agreement, i.e.:
  - whether the right goods have been delivered;
  - whether the goods delivered correspond with the agreement in terms of quantity (e.g. in number and volume);
  - whether the goods delivered satisfy the agreed quality standards or – in the absence thereof – the standards that may be set for normal use and/or commercial purposes.
- 6.2 Complaints about delivered goods, packing notes and invoices must be made to CarePack in writing within eight days of receipt thereof by the purchaser, under penalty of forfeiture of any claim against CarePack in this matter.
- 6.3 The purchaser’s obligation to pay for and accept goods purchased will continue to apply even if it makes a complaint in good time.
- 6.4 Goods may only be returned to CarePack with prior written consent.

### **Article 7: Indemnification**

The purchaser indemnifies CarePack against claims from third parties on the basis of infringements of intellectual and/or industrial property rights of these third parties, if CarePack, at the request or instruction of the purchaser, has manufactured goods, has arranged for such to be manufactured and/or has affixed names, brand labels, illustrations or forms, or arranged for such to be affixed.

### **Article 8: Force majeure**

- 8.1 Force majeure is understood to mean: circumstances that make it impossible to honour the obligation but that cannot be attributed to CarePack.  
If and in so far as the circumstances make it impossible or unreasonably difficult to honour an obligation, force majeure includes: strikes; a general lack of required raw materials and other goods or services required to render the performance agreed upon; unforeseeable delays at suppliers or other third parties on which CarePack depends; a circumstance in which a performance that is relevant in connection with the performance to be rendered by CarePack is not rendered, not rendered on time or not properly rendered; quarantine and/or government measures that prevent CarePack from the timely and/or proper fulfilment of its obligations; excessive absences due to illness; terrorist attacks; epidemics and/or pandemics; limitation or discontinuation of the supply by public utilities; fire; delays caused by time lost through frost or other weather conditions and general transport problems.
- 8.2 During force majeure, the delivery obligations and other obligations of CarePack are suspended. If the length of time in which fulfilment of the obligations by CarePack is not possible on account of force majeure lasts longer than three months, both parties are authorised to dissolve the agreement without any obligation to pay compensation.

### **Article 9: Retention of title**

- 9.1 For as long as the purchaser has not fulfilled all its payment obligations towards CarePack under any agreement for the delivery of goods between Bark Verpakkingen and the purchaser, goods already delivered remain the property of CarePack, without prejudice to the obligations of the purchaser to make prompt payment and without prejudice to the right of CarePack to claim compensation.
- 9.2 If the laws of the country of destination of the purchased goods offer opportunities of retaining the right of ownership that go beyond the provisions in paragraph 1 above, the parties shall accept that these further opportunities are expected to have been stipulated in favour of CarePack, on the understanding that when it cannot be objectively determined which further regulations this provision relates to, the provisions in paragraph 1 above continue to be effective.
- 9.3 Goods delivered by CarePack, which are subject to retention of title, may only be resold in the context of normal business activities. In the event of the liquidation or moratorium of the purchaser, however, reselling in the context of normal business activities is not permitted. Apart from that, the purchaser is not authorised to pledge the goods or attach any other rights to them.
- 9.4 Should third parties wish to attach or exercise any rights with regard to the goods delivered under retention of title, the purchaser is obliged to notify CarePack as soon as possible.

### **Article 10: Payment**

- 10.1 Unless otherwise agreed, payment must be made within 30 days of the date of invoice by presenting a legal means of payment at the office of CarePack, or by transferring the amount owed to CarePack to its bank account.

If the 30 days after the invoice date pass without full payment being received, the

purchaser will automatically be in default, without the necessity of any further written notice; from this moment on, the purchaser will owe interest on the amount due that is equal to the statutory commercial interest rate that applies to the mutual relationship between CarePack and the purchaser. A part of a month will be calculated as full month.

- 10.2 Payment must be effected without a reduction or offsetting of funds.
- 10.3 Payments made by the purchaser always serve first to settle all interest and costs owed, and secondly to settle the invoices due that have been outstanding the longest, even if the purchaser states that payment relates to a later invoice.
- 10.4 CarePack can request at any time that the purchaser provides security for the fulfilment of obligations under this agreement and, if the purchaser fails to do so, CarePack can suspend its obligations under the agreement and/or can suspend its obligations regarding additional supplies until the purchaser has fulfilled his (payment-)obligations completely, including interests and costs. This does not affect to right for CarePack to fully or partial dissolve the agreement and/or terminate the agreement.

#### **Article 11: Debt collection costs**

If CarePack institutes debt-collection measures against a purchaser who is in default, all costs (including costs out-of-court as any costs of litigation) as a consequence of the debt-collecting, will be borne by and for the account of the purchaser – with a minimum of 10% of the outstanding amount.

#### **Article 12: Dissolution**

The claims of CarePack against the purchaser become payable on demand in the following cases, among others:

- if, after the agreement has been concluded, CarePack becomes aware of circumstances that give CarePack good reason to fear that the purchaser will not fulfil its obligations;
- in the event of the death, placement under guardianship, winding-up, bankruptcy or suspension of payments of the purchaser;
- if CarePack has asked the purchaser to provide security for the fulfilment of its obligations and this security is not forthcoming or is insufficient;
- if the purchaser is in default for some other reason and fails to meet its obligations under the agreement.

In each of the above cases CarePack is authorised to suspend further performance of the agreement, and/or to fully or partially dissolve the agreement. The purchaser will be obliged to compensate CarePack for any damage it has suffered. This will not prejudice other rights to which CarePack is entitled.

#### **Article 13: Liability**

- 13.1 CarePack is under no circumstances obliged to pay damages and/or compensation to the purchaser and/or third parties, irrespectively form and manner. The liability of CarePack, in so far as this is covered by its liability insurance, is limited to the amount paid out by the insurer.
- 13.2 If the insurer of CarePack does not pay out in a particular case or the damage is not covered by the insurance, the liability of CarePack is explicitly limited to the invoice value of the goods concerned and by which goods damages occurred. Liability as mentioned in this article, is only then at hand when with no doubt can be determined that the goods or products delivered by CarePack are used in a correct and on the regulative manner, and with no doubt also can be determined that CarePack is liable for intentional omission(-s) or gross negligence from her side.

- 13.3 CarePack explicitly does not accept any liability for consequential damage and/or company damage such as (but not limited to) damage in the form of lost profits and other indirect damage.
- 13.4 Every right of claim of the purchaser against CarePack lapses after a period of one year after the goods have been delivered or made available to the purchaser in accordance with the agreement, unless the purchaser has started legal proceedings against CarePack within this period.
- 13.5 The purchaser indemnifies CarePack against third-party claims for compensation in connection with goods delivered by CarePack to the purchaser or services performed for the purchaser, if and insofar as CarePack would not have been liable towards this/these third party/parties by virtue of the agreement and these general terms and conditions, in case this/these third party/parties would have been a purchaser.
- 13.6 The limitations of liability contained in these terms and conditions do not apply if the damage can be attributed to intent or deliberate recklessness on the part of CarePack or its executive employees.

#### **Article 14: Change of address**

The purchaser is obliged to pass on any changes of address in writing to CarePack immediately. Goods delivered to the purchaser's last known address by CarePack are deemed to have been received by the purchaser.

#### **Article 15: Dispute resolution and applicable law**

- 15.1 Contrary to the statutory rules for the competence of the civil court, any dispute between the purchaser and CarePack will be settled in the first instance exclusively by the district court Gelderland, location Zutphen. This does not apply to cases that have to be submitted to the Sub-District Court as referred to in article 108, paragraph 2 of the Dutch Code of Civil Procedure. CarePack does, however, remain authorised at all times to bring a dispute before the competent court in accordance with the law or the appropriate international treaty.
- 15.2 Dutch law applies to all agreements between CarePack and the purchaser.
- 15.3 The applicability of the Vienna Sales Convention (CISG 1980) regarding the international sale of goods is expressly excluded.

#### **Article 16: Translations**

In the event of any differences between translations of these general terms and conditions and the Dutch version of the terms and conditions, the Dutch text will prevail.

#### **Article 17: Changes to the terms and conditions**

CarePack is authorised to make changes to these terms and conditions. These changes take effect at the specified time of commencement.

CarePack will forward the new terms and conditions to the purchaser in good time. If no specified time of commencement has been notified, changes affecting the purchaser will take effect as soon as the latter has been notified of the change.

These general conditions are originally drafted in the Dutch language. The text above is a translation in English, reason why there could be difference in interpretation because of the translation. Parties agree that in case of an interpretation difference because of the translation and/or language difference(-s), the Dutch version of these general conditions are leading and binding.