POLSPOTTEN GENERAL TERMS AND CONDITIONS OF SALE

Article 1 - Definitions

Agreement: the purchase order of the Products by the Buyer

Buyer: a natural or legal person acting in the exercise of a profession or business and entering into an Agreement with Pols Potten B.V. relating to the Products

Day: calendar day

Delivery: the actual presentation of the purchased products to the Buyer

POLSPOTTEN: the user of these Terms is Pols Potten B.V. as defined in Article 2. Where mention is made of "POLSPOTTEN" and/or "us" and/or "we" in these Terms, this refers to Pols Potten B.V., including companies and businesses linked and/or affiliated with the aforementioned company

Products: the Products in the Agreement between Pols Potten B.V. and Buyer

Reseller: a Buyer who sells the POLSPOTTEN Products ON their webshop

Terms: these general terms and conditions of sale

Article 2 - Identity

POLSPOTTEN B.V.

KNSM-Laan 39, 1019 LA, Amsterdam, The Netherlands

Dutch Chamber of Commerce number: 34068325

Phone number: +31 (0)20 26 12 900

Email address: salessupport@POLSPOTTEN.nl

VAT identification number: NL009557738B01

Article 3 - Applicability

3.1 These Terms shall apply to each and every offer and Agreement between POLSPOTTEN and Buyer, to which POLSPOTTEN has declared the present Terms applicable, and all subsequent offers and Agreements between POLSPOTTEN and Buyer, insofar as parties have not explicitly and mutually agreed to a deviation from the present Terms in writing.

3.2 Any general terms and conditions from the Buyer shall not be binding on POLSPOTTEN unless POLSPOTTEN has expressly agreed to them in writing.

3.3 If one or more provisions of the Terms have been derogated from by the parties, the other provisions of the Terms shall remain in full force.

3.4 If one or more stipulations in the present Terms should be null and void or declared null and void, then the other stipulations of the present Terms shall remain fully applicable.

3.5 POLSPOTTEN reserves the right to amend these Terms from time to time. POLSPOTTEN will inform the Buyer on the amended Terms. The changes will become effective and will be part of the contractual relationship with the Buyer upon 30 Days of the written notification of amendment from POLSPOTTEN to Buyer.

3.6 The Terms expressly do not apply to proposals to and agreements with natural persons not acting in the course of their professional or business activities.

3.7 In the event these Terms are translated into other languages, the English version of these Terms shall prevail at all times.

Article 4 - Offers

4.1 All offers shall be free of obligation and shall be valid for a period of Sixty Days, unless indicated otherwise.

4.2 The offer contains a full and accurate description of the Products offered. The description is suitably detailed to enable the Buyer to assess the Products and/or services adequately. If POLSPOTTEN makes use of pictures, they are truthful images of the Products and/or services provided. Obvious errors, including incorrect price indications or mistakes in the offer, are not binding for POLSPOTTEN.

4.3 The prices given in all offers shall be exclusive of VAT and other government levies, as well as of shipment costs, additional labelling requirements, and administration costs, unless explicitly stated otherwise.

4.4 Offers shall not apply automatically to repeat orders.

4.5 The minimum order amount for an opening order is €1,000 for BENELUX and €1,500 all resellers in the rest of Europe.

4.6 For resellers with a delivery address within The Netherlands a minimum order amount of €500 is required for repeat orders.

4.7 For resellers with a delivery address within Belgium and Germany a minimum order amount of €750 is required for repeat orders.

4.7 For resellers within the rest of Europe a minimum order amount of €1,000 is required for repeat orders. In case of exceptions agreed in writing between Buyer and Account Manager to deliver below this amount, a surcharge of €50 will be applied for handing charges.

4.8 For resellers outside of Europe a minimum order amount of €2,500 is required on all orders.

4.9 Orders, which have been confirmed by the Buyer, are subject to a 30% cancellation penalty.

Article 5 - The Agreement and execution thereof

5.1 The Agreement will be concluded, subject to that which is stipulated in paragraph 4, at the moment at which the Buyer accepts the offer and the conditions thereby stipulated have been fulfilled.

5.2 POLSPOTTEN may obtain information – within statutory frameworks – about the Buyer's ability to fulfil its payment obligations, as well as about facts and factors that are important for the responsible conclusion of the distance contract. If that research gives POLSPOTTEN proper grounds for declining to conclude the Agreement, POLSPOTTEN is entitled to, supported by reasons, reject an order or to bind its implementation to special conditions.

5.3 POLSPOTTEN shall be entitled to have the Agreement (partially) executed by third parties.

5.4 The Buyers shall provide POLSPOTTEN in due time with all reasonable and correct information necessary for the execution of the Agreement. In the event that the Buyer does not provide POLSPOTTEN with all requested information, POLSPOTTEN shall be entitled to suspend the execution of the Agreement and/or to charge the Buyer for the additional costs resulting from the delay at commercially customary rates.

5.5 If the parties have agreed that the Agreement will be executed in stages, POLSPOTTEN can suspend the execution of the following stage until the Buyer has fulfilled its obligations of the previous stage.

5.6 If it is shown during the execution of the Agreement that the work to be done needs to be changed and/or supplemented in order to ensure its proper execution, parties shall adapt the Agreement accordingly in due time and in mutual consultation, also regarding the timing and possible financial consequences.

5.7 In the event Buyer cancels the order, in full or in part, POLSPOTTEN shall be entitled to invoice the costs, incurred by POLSPOTTEN as a result thereof to Buyer in addition to the 30% cancellation penalty mentioned in article 4.9.

Article 6 - The Price

6.1 POLSPOTTEN shall be allowed among others, to charge on price increases to Buyer if changes in price have occurred between the moment the offer was made and the moment the Agreement is concluded. with respect to, e.g., exchange rates, raw material, semi-finished Products or packaging material.

6.2 The minimum recommended retail prices are available on a separate pricelist which can be sent to the Buyer upon request.

Article 7 - Delivery

7.1 Unless explicitly agreed upon otherwise, delivery terms shall be "Ex Works (EXW according to the Inco Terms 2020)".

7.2 The risk of damage to or loss of the sold Products shall pass to the Buyer upon delivery of the Products.

7.3 The Products from the same order shall be delivered together, unless otherwise agreed by the parties in writing. In the event that the Products of the same order shall be delivered in stages, POLSPOTTEN shall be entitled to invoice the Products and the applicable transport charges in stages.

7.4 The time of delivery mentioned in POLSPOTTEN's offers, online shop or catalogues, shall only be indicative. By exceeding the estimated time of delivery, Polls Potten shall not automatically be in default. In case the estimated time of delivery is exceeded, Buyer shall furthermore not be entitled to dissolution of the Agreement or compensation of damages, unless explicitly agreed upon otherwise in writing by the parties.

7.5 Franco countries within Europe (free delivery from a certain order value excl. VAT, as stated below):

- The Netherlands €500
- Belgium €750
- Germany €2,500
- France €3,500

7.6 Rest of Europe: deliveries by cargo truck are offered for most European countries. These costs are based on the destination and the total order amount. The transportation cost will be calculated at the checkout of the B2B portal. Ex Works terms (EXW Inco Terms 2020) also available at request.

7.7 Outside of Europe: Ex Works terms (EXW Inco Terms 2020) apply. Goods must be picked up within 10 working days or a 5% storage charge will be applied.

7.8 Buyer shall be held to take the delivery of the Products the moment that the Products are delivered to Buyer, or at the moment that the Products are put to Buyer's disposal under the Agreement. If Buyer refuses to take the delivery, POLSPOTTEN shall be entitled to store the goods at Buyer's risk and expense.

7.9 The risk of loss of, or damage to the Products, shall be transferred to Buyer the moment that the Products are delivered to Buyer and therefore fall into the power of Buyer, or of third Parties appointed or approved by Buyer. In the event of delivery according to article 7.5 & 7.6 of these Terms, the Products shall be deemed delivered to Buyer upon transfer of the Products to the party that will conduct the shipment.

Article 8 - Payment

8.1 All orders must be paid for in advance unless agreed otherwise in writing by the Account Manager.

8.2 Proforma payments must be made within 30 days, if payment is not made within this time, the order will be automatically cancelled.

8.3 For special production or orders with a requested lead-time of over 2 months a 30% deposit is required.

8.4 Payment can be made by bank transfer, or with the payment link for online orders.

Article 9 - Complaints

9.1 Buyer shall inspect the Products with due care promptly upon delivery. In this respect, Buyer must examine i) whether there is no visible damage to the exterior of the packaging; and ii) whether the quality and the quantity of the delivered Products comply with what was agreed upon, or at least whether they meet the requirements applying to said Products in normal (business) transactions.

9.2 Minor, commercially acceptable or technically unavoidable variations in quality, quantity, size, colour, finish, measurements, treatment and such are accepted by the Buyer and do not constitute a defect.

9.3 Delivered Products shall be deemed to be approved by the Buyer unless any visible defect is notified to us within a period of 10 working Days after Delivery of the Products, accompanied by digital pictures of the defect.

9.4 The notification of defect has to contain all relevant and correct information to allow POLSPOTTEN to have the defect and its cause investigated properly.

9.5 If, in accordance with the previous paragraphs, Buyer files his complaint in due time, he shall still be held to take Delivery and effect payment of the Products purchased, unless agreed otherwise by POLSPOTTEN in writing. If Buyer wishes to return defect Products, he shall do so following prior consent in writing from POLSPOTTEN.

Article 10 - Conformity and Guarantee

10.1 POLSPOTTEN guarantees that the Products and/or services fulfil the Agreement and are free of defects. The guarantee is valid for a period of three months after delivery, unless agreed otherwise in writing by the parties.

10.2 If the Products do not comply with the guarantee of art. 11.1, POLSPOTTEN shall, at its discretion, replace, repair, or have the goods repaired, within a reasonable period of time following the receipt of the substantiated complaint. In the event the Product is replaced, the Buyer shall return the Product to POLSPOTTEN upon request.

10.3 Damages caused by incorrect, improper or negligent use or storage of the Product, or use that is contrary to the normal use of the Product, as well as damages cause by modifications that were made to the Products, or packaging, shall be excluded from the guarantee of article 11.1 of these Terms.

10.4 If a sample or model has been given to the Buyer, this sample or model shall be given by way of indication only, unless parties agree explicitly in writing that the Product to be delivered shall correspond with it.

Article 11 - Retention of Title

11.1 All Products delivered by POLSPOTTEN shall remain POLSPOTTEN's property until the Products have been fully paid by Buyer.

11.2 Buyer shall not be authorised to pledge or encumber in any way the Products falling under the retention of title.

11.3 If third parties seize Products delivered subject to a retention of title or wish to establish or assert a right to them, Buyer shall be held to inform POLSPOTTEN thereof as soon as can reasonably expected.

11.4 The Buyer shall undertake to sufficiently insure the Products delivered subject to a retention of title and to keep them insured against damage caused by fire, explosion and water, as well as against theft, and make this insurance policy available for inspection by POLSPOTTEN on first demand.

11.5 In the event that POLSPOTTEN wishes to exercise their ownership rights mentioned in the present article, Buyer shall give POLSPOTTEN or third parties to be appointed by POLSPOTTEN, now for then, unconditional and irrevocable permission to access all sites and locations where POLSPOTTEN's property might be found and to take these Products back.

Article 12 - Return of Products put at Buyer's disposal

12.1 If POLSPOTTEN has put Products at Buyers disposal during and in connection with the execution of the Agreement, Buyer shall be held to return the delivered goods within 14 Days in their original state, free of defects and in their entirety (including packaging).

12.2 If, for any reason whatsoever, Buyer remains in default to fulfil the obligation mentioned under article 13.1 after being requested to remedy this default, user shall be entitled to recover the resulting damages and costs, including replacement costs from Buyer.

Article 13 - Suspension and Dissolution

13.1 POLSPOTTEN shall be authorised to suspend the fulfilment of the obligations under the Agreement or to dissolve the Agreement, in the event that:

- Buyer does not fulfil or does not fully fulfil his obligations resulting from the Agreement;
- POLSPOTTEN learns of circumstances giving good ground to fear that the Buyer will not fulfil his obligations;
- Buyer was asked to furnish security to guarantee the fulfilment of his obligations resulting from the Agreement when the Agreement was concluded and that this security is not provided or insufficient. As soon as security is furnished, the authorisation to suspend shall lapse, unless said fulfilment has been unreasonably delayed because of it.

13.2 POLSPOTTEN shall furthermore be authorised to dissolve the Agreement (have the agreement dissolved) with immediate effect and without compensation of damages to Buyer:

a) If circumstances arise of such a nature that fulfilment of the obligations becomes impossible or can no longer be demanded in accordance with the requirements of reasonableness and fairness.
b) If circumstances arise of such a nature that the unaltered maintenance of the Agreement can no longer be demanded in all reasonableness, or
c) The Buyer remains unwilling to remedy its default of the Agreement within a reasonable period of time after being requested thereto by POLSPOTTEN in writing.
d) If the Buyer is wound up, attached, declared bankrupt, or if a suspension of payment is granted.

13.3 In the event the of a severe default of Buyer, POLSPOTTEN shall be entitled to immediate termination without written notice.

13.4 If the Agreement is dissolved, POLSPOTTEN's claims against the Buyer shall be forthwith due and payable. If POLSPOTTEN suspends fulfilment of his obligations, which shall in no way compromise any rights vested in POLSPOTTEN under the Agreement or applicable law prior to termination..

13.5 POLSPOTTEN shall always retain the right to claim from Buyer damages incurred as a result of the termination of the Agreement according to article 14.2c and/or 14.3 of these Terms.

13.6 POLSPOTTEN's claims against Buyer shall become due on demand in the event that Buyer is wound up, attached, declared bankrupt, or if a suspension of payment is granted.

Article 14 - Liability

14.1 Any liability of POLSPOTTEN under any Agreement shall be limited to the invoice amount of such Agreement.

14.2 Liability of POLSPOTTEN shall furthermore be limited to direct damages, existing of:

- The reasonable costs incurred to establish the cause and the volume of the damage, in so far said establishment relates to damage in the sense of the present Terms for which POLSPOTTEN is liable
- The reasonable costs incurred to have POLSPOTTEN's faulty performance meet the conditions of the Agreement, unless such faulty performance cannot be attributed to POLSPOTTEN
- The reasonable costs incurred to prevent or limit the damage, in so far Buyer demonstrates that said costs have led to the limitation of direct damage as meant in the present Terms

14.3 POLSPOTTEN shall never be liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business stagnation.

14.4 The limitations of liability for direct damage contained in these Terms shall not apply if the damage is due to intentional act or omission or gross negligence on the part of POLSPOTTEN or its subordinates.

14.5 The cumulated liability of POLSPOTTEN is in any case limited to the amount the insurance company of POLSPOTTEN will grant.

14.6 In the event that Buyer is in default of its obligations under this Agreement, which default is not remedied after being requested in writing to do so by POLSPOTTEN within a reasonable period of time, Buyer shall be liable for all damages incurred by POLSPOTTEN as a result thereof.

Article 15 - Force Majeure

15.1 Parties shall not be held to fulfil any of their obligations if they are hindered to do so due to a circumstance through no fault of their own and which cannot be attributed to them by virtue of law, a legal action or generally accepted practice.

15.2 Force majeure shall in the present Terms include but not be limited to any external circumstance, be it envisaged or not, on which Parties cannot have any influence but which prevents POLSPOTTEN from fulfilling its obligations, such as natural disasters (earthquakes, floods), war, fire, riots, pandemics, or government actions.

15.3 POLSPOTTEN shall also be entitled to invoke force majeure if the circumstance rendering (further) fulfilment of the obligation(s) impossible, commences after the point in time on which POLSPOTTEN should have fulfilled its obligation.

15.4 Throughout the duration of the circumstances of force majeure, parties shall be entitled to suspend the fulfilment of their obligations. If this period lasts for more than two months, either of the parties shall be entitled to dissolve the Agreement without any obligation to pay the opposite party damages.

15.5 Insofar POLSPOTTEN has already partially fulfilled it obligations resulting from the Agreement at the moment the circumstance of force majeure commenced or shall be able to fulfil them and insofar separate value can be attributed to the part already fulfilled, or still to be fulfilled respectively, POLSPOTTEN shall be entitled to invoice the part already fulfilled or still to be fulfilled respectively. The Buyer shall be held to pay this invoice as if it were a separate Agreement.

Article 16 - Safeguarding

16.1 The Buyer shall indemnify and hold POLSPOTTEN harmless against claims filed by third parties concerning intellectual property rights on material or data provided by the Buyer, which shall be used for and during the execution of the Agreement.

16.2 If the Buyer provides POLSPOTTEN with information carriers, electronic files or software etc., the Buyer shall guarantee that said information carriers, electronic files or software are free of viruses and defects.

Article 17 - Intellectual Property and Copyrights

17.1 All intellectual Property rights with regard to the Products and any other materials provided to Buyer by POLSPOTTEN shall at all times exclusively be and remain vested in POLSPOTTEN. The purchase of Products shall not include any transfer of intellectual property rights.

17.2 Buyer shall not be allowed to introduce changes to the Products (including packaging) and materials provided.

17.3 The designs, sketches, drawings, films, software and other material or (electronic) files, produced or provided by POLSPOTTEN within the scope of the Agreement, shall remain POLSPOTTEN's property, irrespective of the fact whether they have been handed over to the Buyer or to third parties, unless agreed upon otherwise in writing.

17.4 All documents, such as designs, sketches, drawings, films, software, (electronic) files, etc., provided by POLSPOTTEN, shall be destined to be used by Buyer exclusively for the purpose they were obtained and must not be reproduced, made public or brought to the notice of third parties by Buyer without prior consent from POLSPOTTEN, unless the nature of the documents provided dictates otherwise.

Article 18 - Additional conditions for Digital Resellers

18.1 Buyer shall respect the Online Brand Identity of POLSPOTTEN as further specified in The Digital Brand Policy.

18.2 Online sale of the Products by Buyer is limited to the official webshop of the Reseller. Offering Products of POLSPOTTEN throughout another online platform or webshop other than the Reseller's webshop (third-party marketplaces) is not permitted without prior written consent of POLSPOTTEN.

18.3 Reseller shall not be entitled to use the name of POLSPOTTEN or any of its Product names in the domain name or social media handle.

18.4 Only the POLSPOTTEN Products which are stocked by the Reseller are allowed to be featured on the webshop.

18.5 The packaging of POLSPOTTEN is based on pallet transportation, therefore it is not drop proof. The Reseller undertakes to properly repack the Products for safe Delivery to the end customer.

18.6 POLSPOTTEN may make available certain marketing materials to the Reseller for use by the Reseller in marketing the Products. The Reseller acknowledges and agrees that POLSPOTTEN owns the copyright in such materials and reserves all copyright therein. The Reseller may not modify the marketing materials, except to incorporate the Reseller's name and trademark(s); provided, however, that Reseller must obtain POLSPOTTEN written approval prior to the use, distribution or disclosure of any modified materials.

18.7 The reseller is allowed to engage in online advertising through Google Ads and include the keyword "POLSPOTTEN" in its campaigns.

18.8 The reseller is not allowed to resell the products of POLSPOTTEN under another product name or brand name.

Article 19 - Non-employment of the opposite party's personnel

19.1 Throughout the duration of the Agreement and for one year following termination thereof, Buyer shall not in any way, hire or employ in any other way, be it directly or indirectly, staff of POLSPOTTEN or of enterprises whom POLSPOTTEN has engaged to execute the present Agreement and who are (were) involved in the execution of the Agreement.

Article 20 - Confidentiality

20.1 Both parties shall treat all information they have received from the other party within the scope of an Agreement as confidential.

20.2 In the event either party is legally bound to disclose certain information, the other party cannot claim damages from the disclosing party for breaching article 21.1 of this Agreement.

Article 21 - Applicable law and choice of jurisdiction

21.1 Any Agreements entered into between POLSPOTTEN and Buyer and all legal relationships between POLSPOTTEN and the Buyer shall be governed by the laws of the Netherlands under exclusion of the UN Convention on the International Sale of Goods (CISG).

21.2 In case of disputes, the following applies;

- In case Buyer has its registered offices within the territory of the European Union, disputes will be exclusively subject to the ruling of the competent courts in the district of Amsterdam, the Netherlands, or;
- In case Buyer has its registered offices outside the territory of the European Union, disputes will be exclusively submitted to the Dutch Arbitration Institute in the Netherlands, and settled under the Rules of this Arbitration Institute (NAI Rules) to the examination of one arbitrator, location of arbitration in Amsterdam, the Netherlands, in the English language, and under the rules of law. POLSPOTTEN will at all times remain entitled to seek preliminary or injunctive relief before local courts if it may deem such necessary or appropriate.