



**General Delivery Conditions
Better Future Factory B.V.**

Version August 2021

1. Definitions

- 1.1 **Better Future Factory:** the private limited liability company Better Future Factory B.V., with registered office in Rotterdam at Maasboulevard no. 100 (3063 NS) and registered with the Chamber of Commerce under number 64035034, also acting under the name Better Future Factory (B.V.), or its affiliated parties.
- 1.2 **Services:** performances that the Customer orders from Better Future Factory, insofar as not consisting of the delivery of Goods.
- 1.3 **Goods:** all goods and property rights within the meaning of Article 3:1 DCC that Better Future Factory offers and/or supplies.
- 1.4 **Customer:** the natural or legal person acting in the exercise of its profession or conduct of its business, with which Better Future Factory enters into or negotiates an Agreement.
- 1.5 **Offer:** a written offer from Better Future Factory to Customer in which a delivery is specified, and the rates and prices are listed.
- 1.6 **Request for an Offer:** an invitation issued by the Customer to Better Future Factory to submit an Offer for the supply of specified Goods and any related Services.
- 1.7 **Agreement:** each agreement and the appendices belonging thereto (including the conditions) between Better Future Factory and the Customer for the sale and supply of Goods, and each amendment or addition thereto.

2. Applicability of the General Delivery Conditions

- 2.1 These conditions apply to all (negotiations regarding) Offers, Agreements, requests, offers, orders, order confirmations and other legal acts in respect of the Goods to be supplied, Services to be provided, orders to be executed and other activities to be performed by Better Future Factory for the Customer.
- 2.2 Deviations from these conditions are valid only if expressly and in writing agreed by the parties and apply only in respect of the specific Agreement to which the deviations relate. If the Customer declares its own general conditions applicable to an Agreement with Better Future Factory or refers to them, then those general conditions are not accepted by Better Future Factory and the conditions of Better Future Factory prevail, unless the parties have expressly and in writing agreed otherwise at an earlier stage.
- 2.3 Before the Agreement is concluded, the text of these general conditions is made available to the Customer. If this is not reasonably possible - for any reason whatsoever - it will be stated before the Agreement is concluded that the general conditions can be inspected at Better Future Factory and that, at the request of the Customer, a copy of them will be sent as soon as possible, free of charge. The conditions can always be inspected via the website of Better Future Factory and can be stored there as an electronic PDF file.
- 2.4 If (in the opinion of the competent court) one or more provisions of an Agreement appear to be void, voidable, invalid or not enforceable or otherwise loses its legal validity, the remaining provisions of these conditions remain as much as possible in force, to the extent that this is in line with the purport of the Agreement and the conditions. The parties will furthermore consult on the provisions that have lost their legal validity in one of the aforementioned ways in order to agree a replacing arrangement by which the purport of these conditions is as much as possible preserved.
- 2.5 In the event of inconsistency or ambiguity among or in documents that form the Agreement, including these conditions, the Customer will immediately notify Better Future Factory. Better Future Factory will then decide which document prevails. The Customer is not entitled to any additional payment or postponement of the delivery.

3. Offer and formation Agreement

- 3.1 All Offers from Better Future Factory are without obligation and can always be withdrawn by it, even if they contain a term for acceptance. Offers can also be withdrawn by Better Future Factory in writing within seven calendar days after receipt of acceptance, in which case no agreement has been formed between the parties.

- 3.2 Offers can only be accepted in writing. Better Future Factory is nevertheless entitled to agree to a verbal acceptance as if it was in writing. After acceptance the sale and delivery cannot be cancelled by the Customer.
- 3.3 By submitting a Request for an Offer or placing an order, the Customer declares to be authorised to enter into the Agreement. If a third party (representative) enters into an Agreement with Better Future Factory on behalf of the Customer, the provisions of Book 3 DCC apply.
- 3.4 Data contained in advertising materials in the broadest sense of the word, such as advertisements, folders, websites (of third parties), catalogues, price lists, etc. are never binding for Better Future Factory.
- 3.5 Unless expressly agreed otherwise in writing, stated measurements, weights and other data are best possible estimates. Slight deviations must be accepted by the Customer.
- 3.6 Better Future Factory has the right to charge all costs it has incurred to submit an Offer to the Customer.

4. Prices

- 4.1 All prices quoted by Better Future Factory are in EURO and based on the price-determining factors known at the time of submission of the Offer.
- 4.2 Unless expressly agreed otherwise, the prices quoted by Better Future Factory are always exclusive of VAT and exclusive of shipping, postage and packaging costs, taxes and other levies. The prices and additional information in all documents of Better Future Factory are subject to errors and changes.
- 4.3 Better Future Factory may at any time adjust prices with immediate effect if a statutory price-determining factor gives reason thereto.
- 4.4 The prices are Ex Works, in accordance with the version of the Incoterms most recently published by the International Chamber of Commerce and at the place and time stated in the Agreement, unless otherwise agreed in writing.

5. Invoices and payment

- 5.1 Better Future Factory may at any time demand that the Customer furnish security for the proper and timely performance of its payment obligations.
- 5.2 Better Future Factory may also charge the costs of agreed customisation work and extra work and issue corresponding invoices.
- 5.3 Payment must be made in EURO within twenty-one (21) days after the invoice date in the manner specified by Better Future Factory.
- 5.4 Unless otherwise agreed in writing, payment of the amounts invoiced by Better Future Factory must be made without any limitation, deduction or set-off.
- 5.5 If the Customer makes payments to Better Future Factory electronically, including via the Internet or using credit cards, this is at the risk of the Customer. Better Future Factory is not liable for damage suffered by the Customer in connection with or due to making payments electronically, via the Internet or using credit cards. The provision of credit card information by the Customer to Better Future Factory via the Internet or otherwise is at the own risk of the Customer.
- 5.6 If payment is not made within the aforementioned term, the Customer is in default by operation of law - without notice of default being required. Better Future Factory is then entitled to payment of the statutory interest from the due date until the date of full payment.
- 5.7 If payment is not made within the aforementioned term, Better Future Factory is furthermore entitled to proceed to collection of the amount due. Collection costs and other costs, both judicial and extrajudicial, are at the expense of the Customer.
- 5.8 Payments made by the Customer are always first applied to outstanding interest and costs and then to the oldest outstanding payable invoice, even if the Customer states that the payment relates to a later invoice.
- 5.9 In the event of payment default, Better Future Factory is entitled to suspend performance of the Agreement and all related agreements or terminate it. This does

not affect the right of Better Future Factory to still demand performance of the Agreement, with or without compensation.

- 5.10 Better Future Factory reserves the right to request a down payment of 50% to 100% of newly registered Customers.

6. Delivery date

- 6.1 Stated delivery terms commence once Better Future Factory has received the purchase price and any additional costs payable by the Customer in its account.
- 6.2 The delivery terms stated in Offers, Agreements or otherwise are always approximates and cannot be regarded as fatal terms. Exceeding a delivery term does not make Better Future Factory liable for compensation and does not give the Customer the right to not perform or suspend its obligations under the Agreement.

7. Delivery and passing of risk

- 7.1 Where this article refers to the delivery of Goods, this also includes partial deliveries. Better Future Factory is allowed to deliver Goods sold in partial deliveries and invoice each partial delivery separately.
- 7.2 The Goods are delivered based on Ex Works, in accordance with the version of the Incoterms most recently published by the International Chamber of Commerce and at the place and time stated in the Agreement, unless otherwise agreed in writing. The Customer bears all costs and risks associated with packaging, picking up, loading and transporting the Goods.
- 7.3 If the parties agree that Better Future Factory arranges for the transport, the risk of packaging, storage, loading, transport and unloading still rests with the Customer. Unless the Customer requests Better Future Factory in a timely manner to insure the Goods during transport on its behalf, the Goods are transported uninsured. The Customer must arrange for insurances against such risks.
- 7.4 Import and export duties, stamp duties, station and clearance charges, levies, taxes, etc. are at the expense of the Customer.
- 7.5 Unless otherwise agreed in writing, the place of delivery is in all cases the actual or stated place of business of the Customer or the branch with which the agreement was concluded.
- 7.6 If the customer refuses the purchase or is negligent in providing information or instruction necessary for the delivery, the products will be stored at the risk of the customer, who will owe all additional costs, including in any case the storage costs.
- 7.7 Returns will only be accepted by Better Future Factory after it has given written approval for this. Returns are made at the expense and risk of the customer. The customer is obliged to adequately insure the transport risk.

8. Retention of title and specification

- 8.1 As long as the Customer has not fully performed all its obligations towards Better Future Factory, the Goods delivered remain the property of Better Future Factory and they are delivered on this condition precedent.
- 8.2 If the Goods delivered by Better Future Factory have meanwhile been processed by the Customer, the good thus created is deemed to have been created by order of Better Future Factory. In that case, the Customer holds the newly created good for Better Future Factory as owner. The same applies as long as the Customer has not performed all its obligations towards Better Future Factory.
- 8.3 In the event that the Customer fails to perform any obligation under the Agreement towards Better Future Factory with regard to the Goods sold or services performed, Better Future Factory is entitled, without notice of default being required, to take back or have taken back both the Goods originally delivered and the newly created goods. The Customer now for then irrevocable authorises Better Future Factory or a third party designated by it to gain or have gained access to areas used by or for the Customer in all cases in which Better Future Factory wishes to exercise its proprietary rights.

- 8.4 If a third party levies attachment of Goods delivered subject to retention of title and/or newly created goods, or wishes to establish or enforce rights in respect thereof, the Customer is obliged to notify Better Future Factory thereof as soon as can reasonably be expected of it.
- 8.5 Better Future Factory provides the Customer with the ownership of the Goods delivered at the time when the Customer has performed all its payment obligations under Agreements and similar agreements.

9. Complaints

- 9.1 The Customer is obliged to meticulously inspect or have inspected the Goods immediately upon delivery at the place of destination or, if earlier, upon receipt by itself or a third party acting on its behalf.
- 9.2 Any complaints regarding defects in the Goods in terms of material or workmanship or regarding differences in terms of amount, weight, composition or quality between the Goods delivered and the relevant description in the order confirmation and/or the invoice, must be reported to Better Future Factory, specifying the alleged defect, within fourteen (14) calendar days after delivery of the Goods.
- 9.3 Defects that could not reasonably have been discovered within the aforementioned term must be reported to Better Future Factory in writing immediately after discovery and in any case within thirty (30) calendar days after delivery of the Goods.
- 9.4 The Customer loses all rights and powers available to it by virtue of defectiveness if it has not complained within the aforementioned terms and/or has not given Better Future Factory an opportunity to remedy the defects. After expiry of the terms, what has been delivered is deemed to have been irrevocably and unconditionally accepted and the Customer is obliged to pay for the Goods.
- 9.5 If the Customer complains timely, correctly and rightly about defects in the Goods, the resulting liability of Better Future Factory is limited to the obligations set out in these conditions. By reporting a complaint, the payment obligation of the Customer in respect of the Goods in dispute is not suspended. The Customer is not free to return the goods without prior consultation with Better Future Factory. Return shipments must be accompanied by the original packaging. The costs of returning are for the Customer and the Goods remain at its risk.
- 9.6 The right to complain lapses if what has been delivered is no longer in the condition in which it was delivered.

10. Guarantees Better Future Factory

- 10.1 Better Future Factory does not guarantee in any way that the Goods are fit for the purpose for which the Customer or a third party uses the Goods. Better Future Factory does not guarantee that the Goods do not contain substances harmful to health. The Customer is always itself responsible and liable for the use of the Goods and the consequences thereof.
- 10.2 If a complaint has been made timely, correctly and in accordance with the provisions of Article 9 and it has in the reasonable opinion of Better Future Factory been adequately proven that the Goods do not conform, Better Future Factory will, at its option, replace the Goods that have appeared defective free of charge upon returning the Goods that have appeared defective, or properly repair the relevant Goods, or still give the Customer a discount off the purchase price determined in consultation.
- 10.3 By delivering one of the performances set out in the preceding paragraph, Better Future Factory will have fully complied with its guarantee obligations and Better Future Factory will not be liable for any further compensation.

11. Guarantees Customer

- 11.1 The Customer undertakes to enable Better Future Factory to deliver the Goods or perform the Services.
- 11.2 The Customer guarantees at its own expense and risk that:
 - a. Better Future Factory is given the cooperation needed for delivering the performance;
 - b. the obligation set out in Article 12.5 is complied with;

- b. the Goods or Services ordered are taken delivery of; and
 - c. the delivery can take place under normal working conditions, during normal working hours from 09:00 to 18:00 hours.
- 11.3 If the Goods or Services ordered have been offered to the Customer for delivery, but delivery appeared impossible on the ground that the Customer has not performed any of the obligations referred to in paragraphs 1 and 2 above, the delivery is deemed to have been refused. From this moment on, the Customer is in default by operation of law, without further notice of default by Better Future Factory being required. The Customer is in this case obliged to compensate Better Future Factory for the damage resulting from the refusal, including costs incurred for storage and transport.
- 11.4 The risk of full or partial loss of the Goods is entirely for the Customer from the time when the Goods were made available to the Customer.

12. Liability

- 12.1 Neither Better Future Factory nor the Customer limit or exclude any liability to each other that cannot be excluded by law.
- 12.2 The liability of Better Future Factory to the Customer is always limited to what is provided in these conditions. Better Future Factory is never liable for any special, indirect or consequential damage of the Customer or third parties, including lost profits, income or revenue, loss of goodwill or damage to reputation, environmental damage, loss of use of any product, system or network, or loss of data.
- 12.3 Better Future Factory is only liable to the Customer in the following ways:
- a. For damage resulting from defects in Goods delivered only as provided in these conditions.
 - b. Better Future Factory is only liable if damage is due to intent or gross negligence of only the top management of Better Future Factory.
 - c. The liability of Better Future Factory is limited to the amount of the payment made by the insurer of Better Future Factory in such a case.
 - d. If the insurer does not make a payment, the liability of Better Future Factory to the Customer on whatever ground per event (a connected series of events counting as one event) is limited to the relevant purchase price, excluding VAT.
- 12.4 Except in the event of intent or gross negligence of Better Future Factory, the Customer will indemnify Better Future Factory against all claims from third parties, on whatever ground, for compensation of damage or costs in connection with any delivery obligation, the delivery of Goods, the Goods delivered themselves or the use thereof or any Services performed or advice given. This also includes claims by virtue of product liability, within the meaning of the Product Liability Directive.
- 12.5 The Customer is obliged to provide the product information, operating and safety instructions, Safety Data Sheets and other obligations under Regulation 1907/2006 and Directive 2011/65, disclaimers and other information provided by Better Future Factory to third parties that purchase the Goods from the Customer. The Customer indemnifies Better Future Factory against all costs and damage resulting from non-compliance with this obligation.
- 12.6 The Customer furthermore indemnifies Better Future Factory against all costs and damage possibly resulting for Better Future Factory from the fact:
- a. that the Customer is not properly registered for turnover tax or a similar tax in a relevant EU Member State; and/or
 - b. that the Customer provides incorrect or untimely information to Better Future Factory and/or the authorities in the field of turnover tax or a similar tax in a relevant EU Member State.
- 12.7 If Better Future Factory delivers Goods to the Customer that Better Future Factory has obtained from suppliers, it applies in all cases that Better Future Factory is never obliged to give a guarantee or accept a liability towards the Customer that exceeds the guarantee or liability that Better Future Factory can enforce against its supplier. Any necessary costs of (dis)assembly, adjustment and setup of parts of/on the Good sold and additional costs of Services or necessary materials are fully at the expense of the Customer. Also any administrative, shipping and delivery costs and additional

costs to stipulate this manufacturer's guarantee or parts' guarantee at the supplier of Better Future Factory are fully and without reservation at the expense of the Customer. All shipping costs of the Customer to Better Future Factory are always at the expense of the Customer.

13. Force majeure

- 13.1 In the event of force majeure, Better Future Factory is entitled to suspend all or part of its delivery obligations, or to terminate the agreement without judicial intervention, without being obliged to pay any compensation for damage, costs and interests to the customer.
- 13.2 Force majeure on the part of Better Future Factory as referred to in 13.1 means, but is not limited to: natural disasters, war, threat of war, riots and serious disturbances; stagnation of the supply of raw materials and finished products due to unforeseen circumstances; strike, interruption of work, work impediment or similar actions in or against the company of Better Future Factory, its suppliers or third parties, from which it uses; shortcomings of better future factory suppliers or other third parties, including the failure to make products, materials and labour available (in a timely manner) or insufficiently; damage to assets and supplies due to fire, scalding, storm or external unforeseen causes; epidemics/pandemics; total or partial lockdown, any measure on the part of a national or international government; loss or damage to goods during transport or storage.

14. Default, suspension and termination

- 14.1 Without prejudice to the provisions of these conditions, Better Future Factory may, at its option, suspend the performance of all agreements between the parties, including the Agreement, wholly or in part, or terminate these agreements, including the Agreement, wholly or in part by written notice, without judicial intervention being required (and with immediate effect), (without Better Future Factory being liable to pay any compensation) if one or more of the following events or circumstances occur:
- a. the Customer fails for any reason to perform any obligation resting on it in connection with the Agreement pursuant to the law or a contractual provision, timely or properly, even after it has been declared in default;
 - b. the Customer files a petition for or is declared bankrupt, or applies for or is granted a suspension of payment;
 - c. loss of legal personality, dissolution or (*de facto*) winding up of the Customer, discontinuation of the enterprise of the Customer or evidence of an intention or decision to dissolve or (*de facto*) wind up the enterprise of the Customer or the occurrence of circumstances as a result of which the enterprise of the Customer *de facto* ends or a material change in the business operations of the Customer;
 - d. the Customer is placed under a guardianship or administration;
 - e. a change in the control of the Customer, the transfer or disposal of the enterprise or a substantial part of the enterprise of the Customer, or a legal merger or demerger of the Customer;
 - f. an - in the opinion of Better Future Factory - substantial part of the assets of the Customer is levied attachment of and this attachment is not lifted within one month;
 - g. garnishment is levied against Better Future Factory at the expense of the Customer;
 - h. the conduct of the Customer causes or threatens to cause damage to the reputation of Better Future Factory, although the Customer has been warned to cease this conduct;
 - i. a force majeure situation as referred to in Article 13 of these conditions takes longer than fourteen (14) days.
- 14.2 If one or more of the situations or events specified in article 14.1 occur, all amounts that Better Future Factory can claim against the Customer become immediately due and payable. Regardless of the rights of Better Future Factory under this Agreement or the law, Better Future Factory is entitled to compensation of all damage suffered

and to be suffered by it as a result of the shortcoming and the possible termination of the Agreement (including lost profits and other financial loss).

- 14.3 If the Customer fails to fulfil its obligations under the agreement and this non-performance justifies dissolution of the agreement, Better Future Factory is entitled to dissolve the agreement immediately and with immediate effect without any obligation on its part to pay any compensation or compensation, while the customer is obliged to pay compensation or compensation due to non-performance.
- 14.4 If the Customer cancels a placed order in whole or in part, the products ordered and prepared for this purpose, plus any delivery, disposal and delivery costs thereof and the working time reserved for the execution of the agreement, will be charged in full to the customer.
- 14.5 The Customer immediately informs Better Future Factory in writing if one or more of the situations or events specified in this article occur or threaten to occur.

15. Governing law and disputes.

- 15.1 This Agreement (including the conditions) and all agreements arising from it is governed exclusively by Dutch law. Regulations pursuant to treaties regarding international sales contracts, including but not limited to the United Nations Convention on Contracts for the International Sale of Goods (the 'Vienna Sales Convention'), do not apply.
- 15.2 All disputes (including those regarded as such by only one of the parties) arising in connection with the Agreement (including the conditions) or agreements arisen from it are in the first instance referred to the competent court in the Rotterdam district, unless Better Future Factory states in writing to submit a dispute to another court.