

General terms and conditions of sale and delivery of the private limited company HOLBOX B.V., or a company affiliated to Holbox B.V., having its registered office and principal place of business at Morgenstraat 1, 6045 KB Roermond, the Netherlands.

To be viewed on and downloaded from <https://www.holboxdisplay.com/contact/delivery-terms>.

Listed in the trade register under number 13033889.

Article 1

In these general terms and conditions of sale and delivery, the following terms are defined:

"Holbox": Holbox B.V.

"Contractor": the party having its registered office and principal place of business at Morgenstraat 1, 6045 KB Roermond, the Netherlands.

"Client": any party that issues an order to Holbox or places an order with Holbox or enters into an agreement with Holbox.

Article 2 - Applicability

- 2.1. All offers and/or agreements with Holbox for the provision of goods and/or services are exclusively subject to these general terms and conditions of sale and delivery of Holbox, hereinafter referred to as "the Conditions".
- 2.2. The terms and conditions used by the Client, of any nature whatsoever, are only applicable if they have been explicitly accepted by Holbox in writing.
- 2.3. Holbox does not accept any mention of or reference by the Client to its own purchase, tendering or other (general) terms and conditions and declares such purchase, tendering or other terms and conditions inapplicable to the present agreement.
- 2.4. These Conditions were originally drafted in the Dutch language. If these Conditions are translated into another language, the Dutch text will be exclusively binding in the event of a difference of opinion regarding the content or purport of these Conditions.

Article 3 - Offers

- 3.1. Any offer made by Holbox is free of obligation and not binding on Holbox.
- 3.2. Holbox cannot be kept to its offer if the Client could reasonably understand that the offer contains an apparent error or clerical error.
- 3.3. Holbox is only bound by an offer if made in writing and accepted by Holbox itself in writing.
- 3.4. If an offer does not result in the conclusion of an agreement between Holbox and the Client, Holbox will be authorised to charge the Client the costs incurred in preparing the offer, fixed at 15% of the amount of the offer.
- 3.5. The payment condition granted to the Client in the offer is subject to approval by Holbox's credit insurer.

Article 4 - Conclusion of the agreement

- 4.1. An agreement is concluded the moment an order is accepted by Holbox in writing.
- 4.2. Agreements are considered to have been concluded as from the date of signing the order confirmation by Holbox, the date of dispatch by Holbox of the written order confirmation or the date on which Holbox has actually executed an order placed by a Client.
- 4.3. Oral agreements are not binding on Holbox until and insofar as they have been confirmed by Holbox in writing.

- 4.4. All agreements concluded between the parties are subject to the condition precedent of Holbox obtaining and maintaining credit insurance from its credit insurer. In the absence of such insurance, Holbox will be authorised to
- 1) terminate the agreement, without being obligated to pay compensation,
 - 2) demand immediate payment, even if the agreement stipulates something else and
 - 3) request security from the Client that is satisfactory to Holbox before commencing or continuing the execution of the order.

Article 5 - Changes

- 5.1. Changes to the agreement will only be effective if they have been agreed in writing between the parties, subject to the provisions of Article 6.

Article 6 - Price

- 6.1. The prices quoted by Holbox are in euros, exclusive of turnover tax, (administrative) costs related to packaging and dispatch, transport costs, transport insurance and other government levies.
- 6.2. If, after the date of conclusion of the agreement, one or more cost price factors increase and/or there is an increase in export duties and/or other duties and/or taxes and/or an increase in the euro exchange rate against the foreign currency in which Holbox purchased the goods, even if this is due to foreseeable circumstances, Holbox will be authorised to increase the agreed price accordingly.
- 6.3. Additional laborious text, unclear copy, unclear sketches, drawings or models, faulty information carriers, faulty manner of delivery of materials or products to be supplied by the Client and all similar supplies made by the Client that require Holbox to perform more work or incur more costs than it could reasonably have expected upon entering into the agreement, are grounds for increasing the agreed price. Exceptional or reasonably unforeseen processing difficulties arising from the nature of the materials and products to be processed are also grounds for increasing the agreed price.
- 6.4. If part of the agreed goods have already been delivered, the provisions of Article 6 apply in full with regard to goods still to be delivered by Holbox.
- 6.5. Unless otherwise agreed, export and import duties, stamp, station and clearance charges, taxes, etc., are for the account of the Client.

Article 7 - Packaging and dispatch

- 7.1. Holbox will determine the manner of dispatch and packaging, unless the Client instructs Holbox otherwise in a timely manner and in writing.
- 7.2. The costs of production of packaging, wrapping and dispatch are charged to the Client separately.
- 7.3. Holbox does not accept the return of packaging.
- 7.4. Article 16 applies mutatis mutandis to Article 7.

Article 8 - Dimensions

- 8.1. The dimensions of boxes are always stated in the following order: length x width x height; these dimensions apply to the interior of the box.
- 8.2. For boxes, a deviation in length, width and height equal to the thickness of the processed material in both directions is permitted.

- 8.3 When processing one-sided corrugated cardboard, the length measurement is always parallel to the corrugated width.

Article 9 - Descriptions, models, aids and advice

- 9.1. Information mentioned in catalogues, illustrations, drawings, size and weight specifications, etc., are only binding if and insofar as they are explicitly included in an agreement signed by the parties or an order confirmation signed by Holbox, without prejudice to the provisions in Article 9.5.
- 9.2. Offers by Holbox as well as drawings, calculations, descriptions, models, tools, etc., produced or provided by Holbox remain the property of Holbox regardless of whether costs were charged for them.
- 9.3. The information underlying the production and construction methods and other items remain the exclusive property of Holbox, even if costs have been charged to the Client.
- 9.4. The Client guarantees that the information referred to in Article 9.3, except for the performance of the agreement, will not be copied, shown to third parties, disclosed or made available to third parties in any form whatsoever without the written approval of Holbox.
- 9.5. All advice, calculations, information and statements provided by Holbox related to capacities, results of goods to be delivered and/or work to be performed by Holbox are entirely free of obligation and are provided by Holbox as non-binding information.
- 9.6. Minor deviations from the usual tolerances and/or the dimensions, capacities and/or results of the goods to be produced/delivered by Holbox as explicitly agreed between the parties do not entitle the Client to suspend payments, terminate the agreement, submit a complaint and/or demand compensation.
- 9.7. The Client will return the items referred to in Articles 9.2 and 9.3 to Holbox at its first request. The Client will ensure that any drawings, calculations, descriptions and models are returned to Holbox immediately at all times.
- 9.8. If and insofar as Holbox uses materials (and/or auxiliary materials/ tools) provided by or on behalf of the Client (and/or third parties) when executing the order, such materials will be retained for a maximum of six months after the execution of the order. For cutting dies, the maximum storage period is 1.5 years. Within the aforementioned term, these materials can, after approval by Holbox, be collected by the rightful owner at its own convenience and expense. If the materials (and/or aids/tools) provided are not collected by the rightful owner within the aforesaid term, Holbox reserves the right to remove or destroy the materials, without being held liable by the rightful owner and/or third parties.

Article 10 - Intellectual and industrial property rights

- 10.1 Further to the provisions in Articles 9.2 and 9.3, Holbox retains all intellectual and/or industrial property rights, including but not limited to copyrights, on the advice and offers it has given, drawings and sketches, calculations, descriptions, models, designs, images and aids such as tools and software. These items and rights may not be copied and/or exploited, shown to third parties and/or used in any way other than within the framework of this agreement.
- 10.2. Holbox retains all intellectual and industrial property rights arising from the performances that Holbox will perform or have performed for the Client under this agreement, including but not limited to copyrights, which rights are retained in the broadest form, perpetual, worldwide and unrestricted and for any application whatsoever. The Client is therefore not free to exploit the performances of Holbox in any way whatsoever.
- 10.3 Holbox hereby grants the Client, for no consideration, a non-exclusive licence to use the performances that Holbox will perform or have performed for the Client under this

agreement, exclusively in the course of its own business operations. The Client does not have any intellectual property rights otherwise of said performances and/or rights of Holbox. In the latter case, Holbox is free to make direct agreements with said third parties regarding the services to be provided by Holbox.

- 10.4. The Client indemnifies Holbox against any and all claims related to information it provided under this agreement for the purposes of performing this agreement.
- 10.5. The Client guarantees Holbox that the reproduction or disclosure of the goods received from the Client does not infringe on the rights that third parties, howsoever named, may enforce under the Copyright Act or other national, supranational or international regulations in the area of copyright or other intellectual property rights.
- 10.6. As soon as possible after learning thereof, the Client will inform Holbox in writing of the details regarding any use or intended use by a third party of rights of Holbox related to the order in question that leads or may lead to the infringement of Holbox's rights.

Article 11 - Delivery time

- 11.1 The delivery time stated by Holbox in its offer or agreed between the parties is an approximation only, unless Holbox explicitly states in writing that it is a strict deadline or the parties explicitly agree in writing on such strict deadline.
- 11.2 The failure to meet a delivery time does not oblige Holbox to pay any compensation and does not entitle the Client to terminate the agreement and/or suspend its obligations ensuing from the agreement in any other way.
- 11.3. The delivery time is based on the timely provision - at the discretion of Holbox - by the Client of all information and data required by Holbox, the working conditions applicable when the agreement was concluded and the timely delivery of goods ordered by Holbox for the performance of the agreement. If these goods are not delivered in time and/or the Client does not provide the necessary information and data in time, the delivery time will be extended insofar as necessary.
- 11.4. With regard to the delivery time, goods are considered delivered when they are ready for dispatch, after the Client was informed thereof in writing.
- 11.5 Without prejudice to the provisions elsewhere in these Conditions regarding the extension of the delivery time, the delivery time will be extended by the duration of the delay incurred by Holbox as a result of the Client's failure to comply with any obligation arising from the agreement, at the exclusive discretion of Holbox. The Client will cooperate in the performance of the agreement.
- 11.6. Holbox is authorised to comply with the agreement through partial deliveries, unless explicitly agreed otherwise in writing or unless this is contrary to the nature of the agreement. In the event of partial deliveries, each separate consignment of goods is considered an individual product and Holbox is authorised to invoice such partial delivery and the Client will pay such invoice in accordance with the provisions in Article 14.
- 11.7. If the Client places a call-off order, this order will be called and taken delivery of by the Client no later than the last day of the call-off term. The call-off term will be no longer than two months, calculated from the date on which the Client placed the relevant call-off order. Holbox will charge the Client for the storage of its order during the call-off period or any earlier period when the order is called by the Client, which storage costs amount to € 5 excluding VAT per pallet location per month. If the Client does not call off its order before the end of the call-off term, Holbox is authorised to destroy the order or have it destroyed without further notice to the Client. The Client will be charged the costs of destruction. Holbox will send the Client a separate invoice in this regard.

Article 12 - Risk

- 12.1. After the relevant goods have left Holbox's storage site, or immediately after the goods are deemed to have been delivered within the meaning of Article 11.4, the Client bears the risk for all direct and indirect damage that may be caused to or by the goods, with due observance of the provisions in Articles 17 and 19.
- 12.2. The transport of goods under all circumstances is at the risk and expense of the Client, also when it concerns carriage-paid shipments and/or return shipments.
- 12.3. Damage to goods caused by the destruction of packaging is at the risk and expense of the Client.
- 12.4. If the Client makes goods available to Holbox for processing, repair, inspection or other purposes, these goods will be held by Holbox for the risk and account of the Client.
- 12.5. If, after having been given notice of default, the Client continues to fail to take delivery of the goods, Holbox will be authorised to store the goods at the risk and expense of the Client.
- 12.6. The Client is responsible for ensuring that the goods referred to in Articles 12.1 to 12.5 are adequately insured.
- 12.7. If the Client is located outside the Netherlands, the Client is responsible for the actual export of the goods from the Netherlands, regardless of how the goods are delivered and regardless of who actually makes the delivery. The Client indemnifies Holbox against all possible (tax or other) claims of third parties regarding the export of the goods from the Netherlands.

Article 13 - Liability

- 13.1. Holbox retains the title to all goods it has delivered or will deliver to the Client until the Client has fulfilled all obligations (including payment of the purchase price) towards Holbox arising from the agreement concluded in the context of the purchase of the goods (or from similar agreements), as well as all claims that Holbox has against the Client due to failures in the performance of such agreement(s).
- 13.2. If Holbox performs work for the Client that is to be compensated by the Client in the context of the agreement, the retention of title applies until the Client has also satisfied Holbox's partial claims in full. The retention of title also applies to any claims that Holbox may have against the Client due to the Client's failure to fulfil any obligation towards Holbox.
- 13.3. Until the Client has complied with all obligations under the agreement (including full payment of all amounts owed to Holbox), the Client is not authorised to dispose of and/or encumber the goods outside its normal course of business in any way whatsoever, either partially or in full, directly or indirectly, and/or remove them from its control and/or otherwise make them available to third parties.
- 13.4. At the first such request of Holbox, the Client will (whether or not in advance) establish a non-possessory pledge on the goods delivered or to be delivered by Holbox to the Client, as security for all existing and future claims that Holbox may have against the Client, for any reason whatsoever, other than the claims referred to in Section 3:92(2) Dutch Civil Code.
- 13.5. The Client will retain the goods delivered under retention of title with the necessary care and as the identifiable property of Holbox. The Client will insure the goods against any damage to the goods for the duration of the retention of title and to make the insurance policies available to Holbox for inspection upon its first request. As soon as Holbox so desires, the Client will provide Holbox with an undisclosed pledge on all claims the Client may have against the insurers of the goods under the aforementioned insurance policies, as additional security for Holbox's claims against the Client.
- 13.6. In the event of a situation as referred to in Article 20.2, Holbox will be authorised to recover the goods delivered under retention of title, including any necessary dismantling. The Client will grant Holbox its full cooperation in this regard.

- 13.7. After recovery of the goods as referred to in Article 13.6, the Client will be credited for the market value of the recovered goods, which in any event will not exceed the original purchase price less the costs incurred by Holbox in connection with the recovery of the goods.
- 13.8. In addition, the retention of title of goods intended for export will be governed by the laws of the country of destination, if and insofar as these are more favourable to Holbox than the retention of title referred to in Article 13.1 to 13.3 (such as the extended retention of title under German law).
- 13.9. For deliveries to counterparties in Germany, the extended retention of title as mentioned in Article 14 below applies.

Article 14 - Extended retention of title

- 14.1. In addition to Article 13, an extended retention of title (*verlängerter und erweiterter Eigentumsvorbehalt*) applies to Clients located in Germany.
- 14.2. All goods delivered and to be delivered remain the exclusive property of Holbox until all claims that Holbox has or will have against the Client have been paid in full.
- 14.3. If the Client creates new goods from the goods referred to in Article 14.1 that are subject to the retention of title in favour of Holbox, these will be goods that the Client has created for itself and Holbox will also become the owner of these new goods, and the Client will hold the newly created goods on behalf of Holbox. The Client does not become the owner until the moment of expiry of the retention of title due to the payment of all Holbox's claims.
- 14.4. The Client is not authorised to invoke any right of retention in respect of custody costs and to offset such costs against the performances owed by it.
- 14.5. If the goods referred to in Article 14.1 that are subject to retention of title in favour of Holbox are sold and transferred by the Client to third parties in the course of normal business operations, the retention of title extends to the new goods created from the delivered goods, until the Client has fulfilled all its obligations towards Holbox.
- 14.6. In the event of payment delays or justified doubt regarding the Client's solvency or creditworthiness, Holbox will be authorised to collect its claims and repossess the goods delivered under retention of title.

Article 15 - Payment

- 15.1. Unless agreed otherwise, payment of the agreed price will be effected in cash upon delivery or within thirty days of delivery, at the discretion of Holbox.
- 15.2. Holbox is at all times authorised to demand full or partial payment in advance, to require security for the fulfilment of payment obligations and/or to exclusively dispatch goods against cash on delivery, as well as to suspend the performance of the agreement until the aforementioned security has been satisfied to the satisfaction of Holbox.
- 15.3. All payments are to be effected in cash on delivery without any deduction or set-off by the Client, at the offices of Holbox or into a bank account designated by Holbox.
- 15.4. If the Client fails to pay within the agreed term, it will owe statutory (commercial) interest in accordance with the Extrajudicial Collection Costs (Fees) Decree (https://www.njb.nl/umbraco/uploads/2013/10/stb12_141.pdf) as from the invoice's due date, with part of a month being considered an entire month, as well as all judicial and extrajudicial costs incurred in the collection of the claim. The extrajudicial costs are set at a minimum of 15% of the amount to be collected with a minimum of € 250 plus turnover tax.
- 15.5. Any extrajudicial (collection) costs incurred by Holbox or costs incurred in the context of legal proceedings, including procedural costs as well as other costs of legal assistance, even if these

- costs are not awarded by the court, will be charged to the Client, unless the court orders Holbox to pay the costs as the losing party in a final and binding judgment.
- 15.6. In the event of a situation as referred to in Article 20.2, all Holbox's claims against the Client will become immediately due and payable.
 - 15.7. In the sense of Article 14.6, Client is also understood to mean any parent company, subsidiary company and/or sister company and/or any other enterprise affiliated with the Client, regardless of its legal form. In the case of an order given jointly, the Clients are jointly and severally liable for the payment of the invoice amount and/or the interest and/or costs due.
 - 15.8. Payments made by the Client always serve as payment for all interest and costs due and subsequently for invoices that have been outstanding the longest, even if the Client states that the payment relates to a later invoice.

Article 16 – Guarantee

- 16.1. Without prejudice to the restrictions stated below, Holbox guarantees both the soundness of the goods it has delivered and the quality of the material used and/or delivered for the goods, for a period of one month after the invoice date or one month after the date of delivery if this date is prior to the invoice date. All information provided by or on behalf of Holbox regarding the characteristics, specifications and applications of the goods cannot be considered a (form of) guarantee.
- 16.2. Holbox will rectify defects covered by the guarantee referred to in Article 16.1 by repairing or replacing defective goods, whether or not in Holbox's business, or by sending replacement goods, all at the discretion of Holbox, without the Client being entitled to terminate the agreement.
- 16.3. All costs other than the costs of repair, replacement or replacement goods as referred to in Article 16.2, including transport costs, travel and accommodation costs, as well as costs of disassembly and assembly, are at the expense of the Client.
- 16.4. Not covered by the guarantee referred to in Article 16.1 are deviations in soundness, specifications, composition, properties and the like, which are unavoidable from a technical point of view and which are generally accepted, as well as alleged defects which occur in, or are fully or partially the result of a. failure to comply with the instructions Holbox attached to the use of the goods delivered or normal expected use; b. normal wear and tear; c. the applicability of any government regulation regarding the nature and/or quality of the applied materials or goods; d. materials or goods used in consultation with the Client; e. materials, goods, methods and constructions, insofar as applied on Client's express instruction, as well as of materials and/or goods supplied by or on behalf of the Client; f. damage and/or defects caused by transport, carriage and/or acts on the part of the Client.
- 16.5. If the Client fails to comply, properly or timely with any obligation it may have under the agreement concluded with Holbox or under any related agreement, Holbox is not obligated to provide any guarantee, regardless of its title, in connection with any of these agreements.
- 16.6. If the Client proceeds to repair or undertake other work with regard to the goods delivered without the prior written approval of Holbox, Holbox will be discharged from any and all liability under the guarantee.
- 16.7. No guarantee is given for inspections, advice and similar activities performed by Holbox.
- 16.8. The alleged non-compliance by Holbox with its guarantee obligations does not release the Client from the obligations it has under any agreement concluded with Holbox.
- 16.9. Holbox does not guarantee any properties, such as the colour (authenticity) of paper and cardboard, etc.

Article 17 - Complaints

- 17.1. Complaints regarding defects must be filed by registered mail addressed to Holbox within the guarantee period. After this period, Holbox will cease to be liable, without prejudice to the provisions in Article 17.2.
- 17.2. The Client will inspect the goods delivered by Holbox immediately upon receipt and before putting them into use and/or to inspect the work performed or have it inspected to ensure that they are in good condition, at the risk of forfeiting any and all claims for whatever reason. Any complaints concerning the (quantity and quality) of goods delivered will be noted on the consignment note or delivery note upon delivery, failing which the quantities stated on the consignment note or delivery note will constitute compelling evidence against the Client.
- 17.3. Without prejudice to the provisions of Article 9.6, complaints regarding colour and/or size deviations and/or quantities of the goods delivered compared to the agreed measures and/or quantities will be submitted by registered mail to Holbox within eight days of delivery of the goods, on penalty of the extinction of any and all claims on any grounds whatsoever.
- 17.4. In the event of a complaint by a Client, the Client will give Holbox the opportunity to establish the alleged failure or defect in the goods delivered (possibly by using third parties). In that event, Holbox and the Client will jointly attempt to arrive at a solution.
- 17.5. If Holbox finds the Client's objections justified, Holbox will be authorised to either replace the relevant goods or apply a reasonable price reduction, at the exclusive discretion of Holbox.
- 17.6. Complaints will not suspend the Client's payment obligations. After observing an alleged failure or defective good, the Client will do everything possible to prevent or limit (further) damage and to contact Holbox immediately.
- 17.7. Legal actions regarding defects will be instituted within one year after the timely complaint at the risk of forfeiting all rights.
- 17.8. Any defects regarding part of the goods delivered do not entitle the Client to reject or refuse the entire consignment of goods delivered.
- 17.9. Minor deviations in quality, colour, hardness, satin, thickness as well as in font and colour when printing on items, do not give a right to complaint.
- 17.10. Samples are manufactured by hand and may therefore deviate slightly from goods manufactured by machine on the basis of the sample concerned. Minor deviations between hand samples and machine-made goods will not give any right of complaint.

Article 18 - Deviations from the agreed quantity

- 18.1. Holbox is authorised to deliver 10% more or less than the contractual quantity.
- 18.2. The aforesaid additional or lesser quantity will be settled between the parties in accordance with the unit price.

Article 19 - Liability

- 19.1. Holbox is not liable for any damage incurred by the Client as a result of the fact that the Client provided the Contractor with incorrect or incomplete documents and/or information.
- 19.2. Holbox is not liable for any (indirect) loss, consequential loss, trading loss or loss resulting from non-performance, untimely performance or improper performance by the Client.
- 19.3. Any liability of Holbox, including trading loss, other (indirect) loss, including all consequential loss, as well as loss resulting from liability towards the Client and/or third parties, is excluded. In the event that Holbox would nevertheless be liable for any damage incurred by the Client (or third parties), such liability is limited to the amount paid out in the incident concerned according to the liability insurer of Holbox. Any liability of Holbox towards the Client (or third parties) can never exceed the amount for which Holbox is insured (and that is ultimately paid

- out to it by the insurer). If, for any reason whatsoever, the liability insurer does not pay out, Holbox's liability is limited to the amount invoiced for the performance of the order.
- 19.4. The Client is deemed to have taken cognisance of the product information. Processing, application and other advice, as well as guidance and instructions do not impose any responsibility on Holbox for the performance and end result.
 - 19.5. The Client will indemnify Holbox against all third-party claims for compensation of damage, for which Holbox's liability is excluded in these terms and conditions in relation to the Client, including liability pursuant to Section 6:171 Dutch Civil Code (liability for non-employees / subcontractors) and Section 6:185 Dutch Civil Code (product liability).
 - 19.6. Holbox is therefore not liable for infringement of patents, licences and/or other third-party rights as a result of the use of data provided by or on behalf of the Client, damage or loss, irrespective of the cause, of raw materials, semi-finished products, models, tools, etc., made available by the Client.
 - 19.7. The liability restrictions in this article do not apply if and insofar as this is the result of intent or gross negligence on the part of Holbox. The burden of proof for intent or conscious recklessness lies with the Client.
 - 19.8. The Client will take measures to limit damage, with any necessary costs being for the Client's account.

Article 20 - Force majeure

- 20.1. Holbox is authorised to invoke force majeure in all instances in which it cannot reasonably be expected to perform the agreement, in whole or in part, temporarily or otherwise, due to circumstances that cannot be attributed to it, cannot be attributed to its debts, or for which it cannot be held accountable pursuant to the law, legal acts or generally accepted practice. In such cases, Holbox will be authorised, at its own discretion, to either terminate or suspend the agreement or modify it until the exceptional circumstances have ceased to exist, by simply informing the Client in writing, without judicial intervention being required and without Holbox being obligated to compensate any costs, damages or interest, whereby the Client will pay for any performances made.
- 20.2. Extraordinary circumstances, including storm damage and other natural disasters, third-party obstructions, transport obstructions in general, full or partial strikes, riots, war or threat of war both domestically and in the country of origin of the materials, state of siege, lockouts, loss of or damage to goods during transport to Holbox or the Client, lack of raw materials, non-delivery or late delivery of goods by Holbox's suppliers, export and import bans, obstructive measures by any government, fire, disruptions and accidents in the business or in the means of transport of Holbox, illness of personnel as well as government measures such as during the Covid pandemic or similar pandemics and subsequent measures involving a change in the actual circumstances, constitute force majeure for Holbox, relieving it of its obligation to deliver and/or perform work, without the Client being entitled to any compensation of any nature whatsoever. The aforementioned list is explicitly not exhaustive and serves in part to instruct the parties.
- 20.3. Holbox will inform the Client as soon as possible of the occurrence of the aforementioned circumstances and whether and to what extent it will continue performance of the agreement.
- 20.4. In such cases, Holbox will be authorised, at its own discretion, to terminate the agreement or suspend or amend it until the exceptional circumstances have ceased to exist, whereby the Client will pay for any performances made by Holbox.

Article 21 - Suspension and termination

- 21.1. After a proper weighing of interests, Holbox is authorised to suspend the fulfilment of all or part of its obligations, including future deliveries to the Client or third parties, until the moment of full payment of all amounts owed to Holbox by the Client, without any obligation on the part of Holbox to pay compensation.
- 21.2. If the Client fails to comply or does not properly or timely comply with any obligation it may have under the agreement concluded with Holbox or under any related agreement, or if there is good reason to fear that the Client is or will be unable to comply with its contractual obligations towards Holbox, as well as in the event of the dissolution of the Client (if it is a legal entity), bankruptcy or suspension of payment of the Client, closing down of the Client's business, sale of all or a substantial part of the Client's assets, a legal merger of the Client and/or partial transfer of the Client's business, including the transfer of a substantial part of its receivables, and if an attachment is levied on the Client and such attachment is not lifted within a reasonably short period of time, Holbox will be authorised to immediately and without notice of default either suspend the performance of all of these agreements for a maximum period of six months or terminate them (partially), without any obligation on the part of Holbox to pay compensation and without prejudice to all other rights of Holbox in connection with the Client's non-, untimely or incomplete performance of its obligations.
- 21.3. The Client is also authorised to terminate the agreement, but only after a proper and as detailed as possible written notice of default in which Holbox is granted a reasonable term to remedy the breach.
- 21.4. As a result of the termination, the mutual obligations become immediately due and payable. The Client is liable for any damage suffered by Holbox, including lost profits and costs incurred, if the Client was responsible for the reason for terminating the agreement.

Article 22 - Right of pledge/right of retention

- 22.1. Holbox reserves the right to establish a right of pledge on all goods, documents and funds that Holbox holds or will hold for any reason whatsoever, for all claims it has or may have on the Client. Holbox has the right of pledge and retention of title against any party seeking the surrender of the goods, documents and/or funds.
- 22.2. Holbox may also exercise the aforementioned rights for any amounts the Client still owes Holbox in connection with previous and/or executed orders.
- 22.3. If Holbox is in possession of a Client's goods, it will be authorised to retain such goods until all costs incurred in the performance of the order are paid, unless the Client has provided sufficient security for such costs, at the discretion of Holbox. Holbox also has this right of retention based on previous agreements for which the Client (possibly) still owes payments.

Article 23 – Confidentiality

- 23.1. Subject to statutory obligations to disclose certain data, the parties will maintain the confidentiality of the contents of the agreement, the information received from the other party and the confidential results obtained by processing such information. Parties will take all reasonable precautions in this respect.
- 23.2. Confidentiality does not apply to data and documents that are generally known or accessible to the public.
- 23.3. With due observance of the statutory provisions, personal data will be stored and processed where necessary. The Client agrees thereto.

Article 24 - Applicable law/jurisdiction

- 24.1. All offers and/or agreements with Holbox are exclusively subject to Dutch law.
- 24.2. The applicability of the Vienna Convention on the International Sale of Goods 1980 is expressly excluded.
- 24.3. All disputes (including disputes that only one of the parties considers as such) arising from or in response to quotes issued by Holbox and/or agreements entered into with Holbox, will in first instance be submitted to the competent court of the Limburg District Court (Netherlands).
- 24.4. The provisions in Article 24.3 are solely for the benefit of Holbox. Holbox is therefore at all times authorised to apply to the court that has jurisdiction in addition to that referred to in Article 24.3.

Article 25 - Repair clause

- 25.1. If any provision of these Conditions or from the underlying agreement should be entirely or partially invalid and/or unenforceable as a result of any statutory regulation, court ruling or otherwise, this will not affect the validity of all other provisions of these Conditions or the underlying agreement.
- 25.2. If a provision of these Conditions or the underlying agreement should not be valid for a reason referred to in Article 25.1, but would be valid if it had a more limited scope or purport, then this provision will - for the time being - automatically apply with the most far-reaching or extensive more limited scope or purport with which or within which it is valid.
- 25.3. Without prejudice to the provisions of Article 25.2, the parties may consult with each other to agree on new provisions to replace the invalid and/or voided provisions. In doing so, the objective and purport of the invalid and/or voided provisions will be approximated as closely as possible.

Roermond, August 26, 2024