

## General Terms and Conditions of Sale and Delivery

### **Article 1. General**

- 1.1 These General Terms and Conditions apply to all offers, contracts of purchase/sale of goods and/or contracts for services, payments and deliveries of: Coram B.V.. This entity shall be referred to as Coram. These General Terms and Conditions will be made available when entering into a contract and/or with every offer/order confirmation and can be viewed on [www.coram.eu/algemenevoorwaarden](http://www.coram.eu/algemenevoorwaarden). The General Terms and Conditions will also be sent on request free of charge;
- 1.2 Coram explicitly excludes the applicability of other general terms and conditions, including the other party's (purchasing) terms and conditions, unless otherwise agreed in writing and explicitly confirmed by Coram in writing;
- 1.3 Changes in the contract and deviations from these General Terms and Conditions of Sale and Delivery are only effective if they have been agreed in writing;
- 1.4 The other party will never be able to claim as a defence with regard to the contract the fact that it was acting on behalf of a third party, unless the other party explicitly informed Coram thereof and Coram accepted the order in writing subject to this condition.
- 2.3 All quotes/offers are completely without commitment and are valid for 30 days, unless otherwise agreed in writing. During the validity period of the offer, Coram has the right, without giving any reasons, to revoke the offer, provided the offer has not yet been accepted by the other party;
- 2.4 Quantities, weights, dimensions, prices, etc. stated in price lists or on the internet (website) and other documents are purely for information purposes;
- 2.5 If a sample has been shown or provided to the other party, it will only be presumed to be an indication without the goods having to correspond with the sample, unless it has been explicitly agreed that the goods will correspond with the sample;
- 2.6 If - after the contract has already been entered into - an additional order is made, the originally agreed delivery time will be cancelled;
- 2.7 Offers are based on the information provided by the other party. The other party guarantees that the information, drawings and documents provided to Coram are accurate, complete and reliable, even if the information comes from third parties, so that Coram may rely on the accuracy of this information;

### **Article 2. Contract**

- 2.1 The contract is entered into as soon as the written acceptance of the offer has reached Coram. The offer/order confirmation sets out the (content of the) contract. The acceptance of the offer will be effected by means of agreement to the offer/order confirmation; the acceptance must show that the other party agrees to the applicability of these General Terms and Conditions of Sale and Delivery and that the other party, if necessary, waives the applicability of its own purchasing conditions;
- 2.2 If the acceptance contains reservations or changes in relation to the offer/order confirmation, in deviation from the provisions in Article 2.1, the contract will only be entered into if Coram
- 2.8 Coram has the right, without the consent of the other party, to outsource the order or parts thereof to third parties or to have the order carried out by third parties who are not employed by Coram;
- 2.9 E-mails are deemed a written document.

### **Article 3. Prices**

- 3.1 Every contract is entered into subject to the condition precedent that information to be obtained demonstrates the creditworthiness of the other party. Coram is at all times entitled to demand cash payment or security from the other party for the timely and full performance of payment and other obligations.

- Invoicing can be effected on the basis of advance invoices, possibly with interim invoices and a final invoice, depending on the amount of the order and only in consultation;
- 3.2 Coram will pass on additional costs, such as a small order supplement, registered shipments, export transport documents taken care of by Coram and express shipments to the other party, unless otherwise indicated. These costs are set out in the price lists, unless otherwise agreed in quotes/offers;
  - 3.3 All price quotes and the prices that Coram charges are the prices applicable at the time of the offer or the time the contract is entered into and include VAT, increased by import and export duties and levies to be deemed equivalent thereto, insurance rates, shipping and forwarding costs and other such factors, unless otherwise agreed in writing;
  - 3.4 If after entering into the contract the prices of materials, taxes, import or export duties and/or other factors that contribute to determining the price of the goods and/or services are changed due to government action, Coram has the right to pass on these price changes.
- 4.5 In case of a collective order, every other party is jointly and severally liable for payment of the entire invoice amount;
  - 4.6 All extra-judicial and judicial costs made by Coram in the context of a dispute with the other party, both as claimant and as defendant, are at the other party's expense;
  - 4.7 The payments made by the other party will first be put toward payment of the outstanding interest and costs and after that toward payment of the oldest outstanding items, even if the other party states otherwise in this respect;
  - 4.8 If the other party defaults on the performance of its payment obligation, Coram has the right to suspend its work, even if a fixed delivery time has been agreed.

#### Article 5. Cancellation

- 5.1 The other party has the right to cancel the contract in whole or in part in writing, except for the cases referred to in Article 5.3.
- 5.2 In case of cancellation, the other party is bound to pay the following costs to Coram:
  - Cancellation in the period up to 48 hours after the contract is entered into: cancellation is free of charge;
  - Cancellation in the period more than 48 hours after the contract is entered into: 10% of the principal.

The above is without prejudice to Coram's right to in addition demand compensation under the law as a result of the loss or damage suffered due to the cancellation;

#### Article 4. Payment

- 4.1 Payment must be made within 30 days after the invoice date. Should other payment conditions have been agreed, these will be stated on the invoice; The time period for payment is always a hard deadline as defined in Article 6:83(a) of the Dutch Civil Code;
  - 4.2 The other party never has the right to suspend payment in whole or in part. Nor does the other party have a right of set off;
  - 4.3 If an invoice has remained unpaid in whole or in part within the time period for payment referred to in Article 4.1, the other party will owe the statutory trade interest in accordance with the provisions in Article 6:119a in conjunction with 6:120(2) of the Dutch Civil Code.
  - 4.4 In case of (extra-)judicial debt collection or attempted debt collection, the other party will also owe debt collection costs of 15% of the outstanding principal, with a minimum of €150. The obligation to pay these costs ensues from the mere fact that notice has been given to the other party by Coram or a third party collection agent;
- 5.3 If the contract concerns the delivery of goods that are not pre-manufactured or that are manufactured on the basis of an individual choice or decision of the other party, or that are clearly intended for the other party, the order cannot be cancelled.

#### Article 6. Delivery time, delivery and transfer of risk

- 6.1 Unless otherwise agreed, delivery will be effected by Coram transferring possession at the specified delivery address of the other party;
- 6.2 The delivery time stated or agreed in the offer/order confirmation is not a hard deadline and is only an indication, even if it has been explicitly accepted by the other party.

In case of overrunning a stated or agreed delivery time, the other party must give Coram a reasonable time period of at least 14 days in writing to effect performance;

- 6.3 Unless it has been established that performance is permanently impossible, the other party cannot terminate the contract for late performance or other breach, unless Coram fails to perform the contract or does not perform the contract in full following written notice giving a reasonable period of time for performance as referred to in Article 6.2;
- 6.4 The indicated or agreed delivery time will in any event, but not limited to, be automatically extended by the period(s) during which:
- there is a delay in the manufacture and/or shipment and/or production and/or in case of any other circumstance that temporarily hinders performance;
  - the other party fails to perform one or more obligations to Coram or there is a well-founded fear that it will fail to do so, regardless of whether the reasons therefore are well-founded or not;
  - the other party does not give Coram the opportunity to perform the contract. This situation will arise, among others, if the other party fails to notify Coram of the place of delivery or fails to provide the information, goods, or facilities that are necessary for delivery;
- 6.5 The other party is obliged to take and inspect the goods in conformity with the provisions in Article 8. The full risk in the goods that are the subject-matter of the contract passes to the other party (or a transporter that has been engaged) when these have been legally and/or de facto delivered to the other party and are consequently placed in the control of the other party or a third party or transporter to be designated by the other party;
- 6.6 The parties will always deem Coram's performance proper and in accordance with the order if after delivery the other party has taken the delivered goods or a part of the delivered goods into use, has worked on or processed such, has delivered such to third parties, or has instructed that the delivered goods be taken into use or be processed;
- 6.7 If the other party refuses to take goods or fails to provide information that is necessary for delivery, Coram is entitled to store the goods at the other party's expense and risk. The costs of storage are at the other party's expense. Coram will demand performance but

reserves the right to terminate the contract without judicial intervention, without prejudice to Coram's right to compensation.

## **Article 7. Transport and packaging**

- 7.1 Coram is responsible for the transport of the goods. If it is agreed that the other party is responsible for the transport of the goods, the shipping costs are fully at the other party's expense;
- 7.2 Materials such as pallets, crates, containers and the like used in the transport that are not intended for one-off use remain the property of Coram or the transporter engaged by Coram, even if the other party has paid a deposit for said materials. These materials must be returned upon first request. These materials may not be made available to third parties. If they are not returned, the other party will reimburse the new price with a 15% mark-up.

## **Article 8. Complaints**

- 8.1 The other party must inspect the delivered goods immediately after receipt has been taken of the goods. The other party must determine whether the delivered goods correspond with the contract, i.e.:
- Whether the correct goods have been delivered;
  - Whether the delivered goods correspond with the contract in terms of quantity;
  - Whether the delivered goods meet the agreed quality requirements or - if there are no quality requirements - the requirements that may be set for normal use and/or trade purposes.
- If the other party wishes to file a complaint in this respect, it must do so in accordance with the provisions in Art. 8.2 ;
- 8.2 Complaints relating to the delivery made by Coram, including the invoicing thereof, must be submitted to Coram in writing, within 14 days after the goods have been delivered to the other party or the invoicing thereof has taken place. It is not possible to file a complaint with regard to the delivered goods after expiry of the aforementioned time period.

- 8.3 The written notice referred to in Art. 8.2 must contain at least:
- a precise description of the time, scope, nature and severity of the noted deviation;
  - a reasonable time period within which Coram must rectify the noted deviation;
- 8.4 The other party must notify Coram of latent defects in writing within 14 days of discovery, but at latest within two months after delivery, whereby failure to do so is subject to loss of rights;
- 8.5 Coram will notify the other party in writing within 18 working days after receipt of the complaint as to whether or not the complaint is determined to be valid. The other party undertakes to cooperate with everything Coram deems necessary in order to assess the validity of the complaint; The delivered goods to which the complaints relate must remain available for inspection in the condition in which the products found themselves at the time the defects were noted.

## **Article 9. Drawings, descriptions, IP rights, etc.**

- 9.1 Offers, advice, illustrations, drawings, designs provided by Coram and other goods that were created through Coram remain the property of Coram or the designer in question. These goods may not, in whatever form, be made available to third parties for viewing, nor placed at the disposal of third parties nor may they be used in any other way without the consent of Coram or the designer. Unless it has Coram's written consent, the other party must keep all information derived from documents as referred to above confidential;
- 9.2 The contract between Coram and the other party will never encompass the transfer of any intellectual or industrial property rights, such as but not limited to, drawings and design rights, trademark rights, patent rights or copyright. Without prior written consent the other party is not permitted to use or make reference to any trademark, identifying mark or trade name belonging to Coram in its communications, in whatever form;
- 9.3 The other party is not permitted to alter, remove or otherwise make unrecognisable any trademark or identifying marks that Coram has placed on the delivered products and/or packaging. If the other party has to satisfy

statutory labelling requirements to be able to put the delivered products on the market at a given location, the guarantee of origin function of the trademark or identifying marks must be affected as little as possible;

- 9.4 If the other party acts contrary to the provisions in this Article 9, it will owe Coram a penalty that is immediately due and payable of €10,000 increased by €500 for every day that the breach continues, without prejudice to Coram's right to additionally claim compensation in connection with the other party's breach.

## **Article 10. Guarantee**

- 10.1 Coram undertakes with regard to the other party to deliver goods that are made of good quality materials and are properly produced and that perform as described in the offer/order confirmation;
- 10.2 Coram guarantees that all delivered goods, in view of the nature of the relevant goods, satisfy the usual requirements of good quality and are suitable for the use in accordance with the characteristics stated by Coram in writing. Coram does not guarantee that the delivered goods are suitable for the purpose for which the other party wishes to use them, even if Coram was informed of this purpose;
- 10.3 Insofar as the delivered goods do not correspond with the guarantee referred to in Article 10.2 during the guarantee period, Coram is bound to repair or replace the goods free of charge, at Coram's election. If Coram cannot rectify the valid complaint within a reasonable period of time, goods that are equivalent as much as possible will be delivered to the other party free of charge. The parts/goods that are replaced when performing the guarantee obligation will become Coram's property after they have been replaced. Costs made by Coram in connection with the repair or replacement of the delivered goods, such as costs of assembly or disassembly, travel and lodging costs or transport costs, are at the other party's expense;

10.4 Unless another term is stated on: 1) the product packaging, 2) the leaflet enclosed with the product or 3) the guarantee internet pages ([www.sealskin.nl/garantie](http://www.sealskin.nl/garantie), [www.tiger.nl/garantie](http://www.tiger.nl/garantie), [www.geesa.nl/garantie](http://www.geesa.nl/garantie)), the guarantee period stated in Article 10.3 is 24 months after the goods in question have been made available to the other party. After the expiry of the guarantee period stated in this article, any obligation or liability on the part of Coram ends.

10.5 Insofar as no agreements to the contrary have been made in the contract, the other party cannot derive any rights and/or claims from the guarantee referred to in Article 10.2, if:

- the delivered goods display one or more deficiencies or deviations that fall within a reasonable tolerance;
- the delivered goods have been used for a different purpose than the use for which they are normally intended or in Coram's opinion have been used in an unskilled manner, or have been incorrectly assembled, stored or transported;
- any form of loss or damage is caused due to negligence of the other party or because the other party has acted contrary to (maintenance) instructions, directions and advice of Coram;
- in case of non-consumptive use of the delivered goods (e.g. leasing);
- the other party has not performed its obligations to Coram (either financially or otherwise);
- the delivered goods (including parts that are subject to wear and tear such as seal strips) have been subject to normal wear and tear, such as: gradual discolouration, chalking, calcification and loss of shine;
- reduced compatibility due to technical progress or other reduction in the options for use;
- (self-adhesive) materials have been added or other changes have been made to the delivered goods.

## Article 11. Suspension and termination

11.1 Coram has the right to terminate the contract in whole or in part with immediate effect, without judicial intervention, or to suspend the performance, without prejudice to the other rights (to performance and/or compensation) Coram is entitled to, if:

- the other party acts contrary to any provision of the contract between the parties;
- there is bankruptcy, a (provisional) moratorium on payment, guardianship, debt rescheduling or shutting down, liquidation or whole or partial transfer of the company or death;
- the company or the undertaking of the other party is shut down or liquidated;
- a composition of creditors is offered or an asset of the other party is attached. Coram does not have to pay compensation to the other party and in addition has the right to itself demand compensation and/or

payment;

If one of the circumstances mentioned in this article arises, the other party will immediately be in default;

11.2 Coram furthermore has the right to terminate the contract if circumstances arise which are of such nature that performance of the contract can no longer possibly or reasonably be demanded or if other circumstances arise that are of such nature that unaltered maintaining of the contract cannot reasonably be expected;

11.3 If the contract is terminated, Coram's claims on the other party will be immediately due and payable. If Coram suspends the performance of the obligations, it will retain its claims under law and contract;

11.4 Without prejudice to the provisions in this article, Coram always reserves the right to additionally demand compensation from the other party.

## Article 12. Non-attributable breach

12.1 In case of force majeure, as long as the circumstances that constitute force majeure continue, Coram has the right, without judicial intervention, to either suspend the performance of the contract, or terminate the contract in whole or in part, without being bound to pay any compensation, penalty or repay invoices already paid.

- 12.2 Coram can suspend its obligations under the contract during the period of the force majeure. If this period lasts longer than two months, the other party has the right to terminate the contract, without the other party being bound to pay compensation to Coram.
- 12.3 "Force majeure" on the part of Coram means: any circumstance which Coram could not take into account when entering into the contract and/or as a result of which normal performance of the contract cannot be reasonably demanded by the other party, such as but not limited to: illness at Coram, lack of sufficient information from or the providing of inaccurate information by the other party, or the lack of cooperation by the other party, as well as fire, floods, strike, unrest, transport impediments, mobilisation, war, pandemic, machine breakdown, failure in supply by public utility companies and all other circumstances that delay the performance of the order or make performance impossible.

### **Article 13. Retention of title**

- 13.1 Title to the goods that Coram delivers to the other party is transferred to the other party subject to the condition precedent that the other party fully performs all its obligations to Coram that exist at any time. The retention of title also extends to: 1) new goods made with the delivered goods, 2) claims relating to counter-performance based on this contract or 3) any other contract of whatever nature concerning goods delivered or to be delivered to the other party or work carried out or to be carried out pursuant to such contract on behalf of the other party. This retention of title also applies with regard to claims relating to the failure of the other party in the performance of the aforementioned obligations;
- 13.2 The other party is obliged to properly store the goods for which the title is still held by Coram, clearly marked and separate from other stock;
- 13.3 Coram has the right to retrieve the delivered goods in the cases referred to in Article 13.1. Such retrieval will be deemed a termination of the contract(s) made with the other party.

The other party irrevocably authorises Coram insofar as necessary to remove or instruct the removal of the goods in question from where they are located and is obliged to cooperate in this respect, whereby failure to comply is subject to a penalty that is immediately due and payable of €1000 per day that the other party remains in default. All costs of the retrieval are at the other party's expense;

- 13.4 The other party is permitted, if and insofar as necessary, in the normal course of its business, to dispose of the goods which are subject to the retention of title. If the other party makes use of this provision, it is obliged to deliver the goods which are subject to the retention of title and the associated rights, to third parties subject to the same rights and obligations.
- 13.5 At Coram's first request, the other party undertakes to assign or - at Coram's election - pledge to Coram any claims on third parties that arise or that will arise due to alienation of goods that Coram has sold to the other party subject to a retention of title. In the event the other party refuses such, this provision is an irrevocable authorisation for Coram to bring about this pledge;
- 13.6 In deviation from the provisions in Article 17.2, only Article 13 is agreed under German law, if the contract made with the other party concerns delivery and export of goods to Germany. In such case the retention of title included in this Article 13 will always be a comprehensive and extended retention of title ("*erweiterter und verlängerter Eigentumsvorbehalt*").

### **Article 14. Liability**

- 14.1 Coram is not liable for loss or damage of the other party under the heading of: any failure in the performance of its obligation(s), tort or on some other ground, unless there is intent or wilful misconduct on the part of Coram. The performance of the obligations under the guarantee that is given, as described in Article 10, is deemed the only and full compensation. Any other claim for compensation, under whatever heading, is excluded;
- 14.2 In all circumstances the liability on the part of Coram is limited to the amount that is paid out in the case in question by the liability insurer, increased by the amount of the excess.

If Coram's insurer does not make a payout for whatever reason, or the loss or damage is not covered by the insurance, the liability is limited to a maximum of the invoice amount;

- 14.3 The other party must always give Coram the opportunity to deal with a complaint, otherwise the liability claim will lapse, as will the indemnification;
- 14.4 Coram is never liable for indirect loss, including but not limited to consequential loss, lost profit, lost savings and loss due to business interruption and loss on the part of third parties;
- 14.5 Loss or damage must be reported to Coram in writing within 20 calendar days after it has been discovered and the other party is obliged to fully cooperate with any investigation into the nature, scope and cause, whereby failure to comply is subject to loss of the right to compensation.
- 14.6 Loss or damage that is discovered after six months after delivery of the goods or termination of the service with which the loss or damage is directly connected, is not eligible for compensation;
- 14.7 A claim for compensation of the other party is time-barred after a period of 1 year after delivery of the goods or termination of the service with which the loss or damage is directly connected;
- 14.8 The other party indemnifies Coram against all claims of third parties arising from and/or connected with the performance of the contract.

#### **Article 15. Processing of personal data**

- 15.1 Insofar as personal data is processed in the context of the performance of the work, this personal data will be processed properly and carefully and in accordance with the General Data Protection Regulation;
- 15.2 Technical and organisational measures have been taken to protect personal data against loss or any other form of unlawful processing, taking account of the state of the art and the nature of the processing;
- 15.3 Coram will only retain personal data as long as is necessary for the purposes for which the data has been gathered or will be used and/or as long as required by law;
- 15.4 Coram will cooperate with the other party or third parties if they present a request to

exercise their rights such as, but not limited, the right of access, rectification, erasure, with the exception of the information that Coram is obliged to keep by law;

- 15.5 Coram will report a data breach in connection with personal data that entails a risk to the rights and freedoms of natural persons to the data breach notification portal of the Dutch Data Protection Authority and to the data subjects, if and insofar as the General Data Protection Regulation imposes an obligation on Coram to do so in the capacity of data controller.

#### **Article 16. Partial nullity**

If one or more provisions in this contract with the other party are not valid or are not valid in full, the other provisions will remain fully in effect. Instead of the invalid provisions an appropriate arrangement will apply, that approximates the intention of the parties and the economic result they wish to achieve in a legally effective manner as closely as possible.

#### **Article 17. Place of performance, applicable law, competent court and deposit of General Terms and Conditions.**

- 17.1 The place where Coram has its place of business is the place where the other party must perform its obligations to Coram, unless such would be contrary to mandatory provisions;
- 17.2 All offers and contracts of Coram are exclusively subject to Dutch law, with the exclusion of the UN Convention on Contracts for the International Sale of Goods 1980 (Vienna Sales Convention);
- 17.3 All disputes that might arise between the parties in connection with this contract, or additional contracts and other actions associated with this contract, will be adjudicated by the court in 's-Hertogenbosch;
- 17.4 The Dutch text of these General Terms and Conditions is always decisive with regard to the interpretation of the content and purport of these General Terms and Conditions;
- 17.5 These General Terms and Conditions were deposited with the Chamber of Commerce in 's-Hertogenbosch on 1 January 2021.