

GENERAL TERMS AND CONDITIONS OF ENRICO B.V.

Article 1: General

- 1.1 Enrico: the private limited company Enrico B.V., currently trading under the name “Enrico - Products touched by the sun” (Chamber of Commerce number 33267335).
- 1.2 Buyer: the party to which Enrico’s offer is directed or with which Enrico concludes an agreement.

Article 2: Scope

- 2.1 These General Terms and Conditions apply to all of Enrico’s offers and agreements, unless agreed otherwise in the offer or agreement in question.

Article 3: Offers

- 3.1 All of Enrico’s offers or other statements, both written and verbal, from Enrico’s representatives and/or its employees are free of obligation.

Article 4: Conclusion of agreement

- 4.1 An agreement shall only be concluded after Enrico has confirmed a contract/order in writing or when Enrico has fully or partially fulfilled a contract/order.
- 4.2 Further arrangements can explicitly only be agreed in writing.

Article 5: Prices

- 5.1 All prices apply to delivery ex works, as referred to in the latest version of the Incoterms, and exclude VAT.
- 5.2 The prices quoted are based on prices, wages and tax applicable at the time when the quotation or offer was drawn up. Any changes to exchange rates, labour costs, cost prices for raw materials, materials, parts, transportation, insurance contributions and levies imposed or to be imposed by the government can be charged on until the time when the agreement is concluded.
- 5.3 The cost for any changes desired by Buyer after an agreement has been concluded shall be at the expense of Buyer.

Article 6: Payment

- 6.1 All invoices must be paid within 30 days of the invoice date, unless agreed otherwise.
- 6.2 If an invoice is not paid within the payment period, Buyer shall immediately be in default. All outstanding invoices from Enrico to Buyer will then immediately be due and payable in full.
- 6.3 Should Buyer default on its payments towards Enrico, a default interest rate of 1.5% per month shall be payable.
- 6.4 If Buyer defaults on its payments, it shall be liable for all extrajudicial collection costs, including the costs for filing a bankruptcy petition. These costs are at least 15% of the amount still unpaid, with an absolute minimum of €250.00.

Article 7: Delivery

- 7.1 The delivery times stated by Enrico are not final deadlines, unless explicitly agreed otherwise in writing.
- 7.2 Enrico cannot default on its deliveries until after a notice of default has been sent by registered post, stating a more specific deadline of at least two weeks.

- 7.3 For the application of these Terms and Conditions, each partial delivery is considered to be a separate delivery.
- 7.4 The Buyer is obligated to provide sufficient loading and unloading facilities and to minimise waiting times for delivery.

Article 8: Retention of title

- 8.1 Enrico remains the owner of the goods delivered until the time when Buyer meets all its obligations towards Enrico relating to the current, the previous and next transactions. Until that time, Buyer is required to keep the goods delivered by Enrico separate from other goods and clearly identified as being the property of Enrico, to adequately insure the goods and to keep them adequately insured.
- 8.2 If Buyer fails to meet any obligation towards Enrico pursuant to paragraph 1 of this Article, or if there are justified grounds to suspect that Buyer will not be meeting the aforementioned obligations, Buyer shall be in default, allowing Enrico to take possession of the delivered goods immediately, wherever they are, without having to provide a notice of default. In this case, the repossession costs shall always be at the expense of Buyer.
- 8.3 As long as the above demands have not been met, Buyer is not entitled to remove the relevant goods or to establish a pledge or non-possessory pledge on the relevant goods.
- 8.4 If Enrico cannot rely on its retention of title, because the delivered goods have been mixed, distorted or acceded, Buyer shall be required to pledge the newly formed goods to Enrico and perform all the activities required in this regard.

Article 9: Termination of agreement

- 9.1 Should Buyer fail to perform any of its obligations, Enrico is entitled to suspend any obligations it has not yet performed or to terminate the agreement in full or in part without the necessity for court proceedings. As a result of the termination all claims, either invoiced or not, shall immediately be due and payable, without prejudice to Enrico's right to claim compensation.
- 9.2 Enrico can always terminate any agreement with Buyer in full or in part with immediate effect, without the necessity for court proceedings, if Buyer submits an application for a surséance, is put into liquidation, or if the Buyer ceases or winds up its business. In this case, Enrico shall never be required to provide any compensation.

Article 10: Force majeure

- 10.1 If the performance of the agreement or order is not possible due to a failure that cannot be attributed to either of the parties and the resulting delay is foreseeably longer than one week, both parties shall be entitled to terminate the agreement without having to provide the other with any compensation.

This applies in any case if the ordered goods are not or no longer available and if Enrico's suppliers fail to deliver on time.

- 10.2 The following can be considered non-attributable failures by Enrico (see paragraph 1):

Any event or circumstance – either foreseeable or not – as a result of which the supply and/or manufacture is impeded or rendered impossible, or which has such an effect on the production of and/or delivery by Enrico that the performance by Enrico becomes so expensive or financially so unfavourable that Enrico cannot reasonably be expected to (continue) performing the agreement or order under the same conditions.

Article 11: Claims

- 11.1 Buyer can only submit a claim to Enrico that the delivered goods do not comply with the agreement if it informs Enrico of this as quickly as possible, in any case within 24 hours of delivery. No claims can be submitted for any commercially common, unavoidable differences in quality, weight, etc.
- 11.2 Enrico is not liable for any claims it receives after an expiry date has passed or for goods that have been treated or processed after delivery.
- 11.3 Buyer is required to return the goods to which the claim relates to Enrico, should Enrico demand this. If the goods in question contain a defect, Buyer shall only be entitled to have the goods replaced.
- 11.4 Enrico must be informed of any complaints relating to invoices by means of a registered letter within 14 days of receiving the goods. When this period has passed, Enrico shall no longer be required to handle the complaint in question.
- 11.5 Submitting complaints/claims does not release Buyer from its payment obligations in accordance with the provisions of Article 6.
- 11.6 Termination of the agreement by Buyer based on a failure is excluded.

Article 12: Warranty

- 12.1 If Enrico supplies resold goods to Buyer, the warranty shall be limited to the warranty provided by the manufacturer of the goods in question. Perishable goods are not covered by the warranty if the expiry date stated on the packaging has passed. The warranty does not cover failures caused by incorrect treatment.

Article 13: Liability

- 13.1 Without prejudice to the previous article, Enrico's liability for loss caused by breach of contract or an unlawful act is limited to the invoice amount of the supplied goods, or the loss amount paid by Enrico's general insurer. These limitations do not apply to loss caused by a deliberate act or gross negligence by Enrico or its managers. Enrico is not liable for any consequential loss of Buyer, in any case including loss of business, business interruption loss and/or loss of profit.
- 13.2 Buyer is required to inform Enrico as quickly as possible, in any case within two weeks after the loss could have been discovered. If this period is exceeded, any right to compensation shall lapse.
- 13.3 Buyer indemnifies Enrico against any third-party claims for compensation, if and in so far as the loss in question was caused by the Buyer's actions.

Article 14: Returns

- 14.1 Buyer is not entitled to return goods without explicit written permission from Enrico. If goods are returned by Buyer anyway, all costs associated with this shall be at the expense of Buyer. Enrico will then be free to store the goods elsewhere at the Buyer's expense or even to keep them available for Buyer.
- 14.2 Returns that are not accepted by Enrico do not release Buyer in any way from its payment obligations.
- 14.3 Returns are always made at the expense and risk of Buyer.

Article 15: Applicable law and disputes

- 15.1 All agreements with Enrico are subject to Dutch law.

15.2 Except for any mandatory legal provisions, all disputes shall be adjudicated by the district court in Amsterdam, unless Enrico chooses the jurisdiction of a different court.

Article 16: Filing

These General Terms and Conditions have been filed with the Chamber of Commerce in Amsterdam under number 33267335.

