

**GENERAL TERMS AND CONDITIONS OF CIBDOL B.V.**  
**For the Purchase and Resale of Products by Business Customers**  
**(Distributors)**

**1. Scope of Application**

**1.1** In these general terms and conditions ("**General Terms and Conditions**") the following terms have the following meaning:

a. "**Supplier**": Cibdol B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated and existing under the laws of The Netherlands, having its statutory seat in Gemeente Meijerstad, The Netherlands and its registered office in (5492 NL) Sint-Oedenrode (municipality Meierijstad), The Netherlands at Handelsweg 1a, registered with the trade register of The Netherlands under file number 76495035.

b. "**Distributor**": the party/parties (natural person or legal entity) to whom/which Supplier has issued an offer, or who/which enter into an Distribution Agreement with Supplier, which these general terms and conditions apply to;

c. "**Distribution Agreement**": the agreement between Distributor and Supplier regarding the purchase and resale of Products.

d. "**Products**": the products to be purchased from Supplier and distributed by Distributor under the Distribution Agreement

e. "**Order**": an order confirmed in writing by Supplier.

f. "**Sales Territory**": the countries or regions in which the Products are sold by Distributor.

g. "**Trade Mark**": the tradename "Cibdol".

h. "**Force Majeure**": any cause beyond the reasonable control of Supplier – even if such cause was foreseeable at the moment of entering into any Order and/or the Distribution Agreement – which permanently or temporarily prevents delays or hinders in whole or in part compliance therewith.

i. "**Liability Cap**": the agreement between Supplier and Distributor that the amount for which Supplier can be sued by Distributor shall at any time be limited to the Purchase Price of the damaged Products, or, when covered by any insurance of Supplier, to the amount that is paid for the matter concerned under the relevant insurance policy of Supplier

j. "**Purchase Price**": the price paid for a Product by Distributor.

k. "**Resale Price**": the price for which products are sold by Distributor.

l. "**Parties**": Distributor and Supplier jointly.

m. "**Party**": Distributor or Supplier individually.

**1.2** These General Terms and Conditions apply to Distribution Agreement(s) concluded between Supplier and Distributor and all legal acts arising from or related thereto.

**1.3** Any general conditions by any name applied by Distributor are expressly rejected, unless explicitly accepted by Supplier. If Distributor has declared its general conditions to be applicable, the Terms of Supplier prevail.

**1.4** Any deviations from the provisions of these General Terms and Conditions shall

be valid only if expressly agreed by the Parties in writing.

**1.5** In case Supplier and Distributor have entered into a framework agreement regarding the purchase and resale of Products (the "Distribution Agreement"), the provisions of the Distribution Agreement shall prevail.

**1.6** Supplier can amend these General Terms and Conditions at any time. Supplier notifies Distributor of the amendment in writing 1 (one) month before it takes effect. If Distributor does not object before the amendment comes into force, Distributor shall be deemed to have accepted the amendment.

## **2. Realization of the Distribution Agreement**

**2.1** All offers of Supplier are non-binding and will be valid until thirty (30) days after sending, unless the validity period is extended thereof in writing by Supplier.

**2.2** Distributor shall place all orders in writing containing a specification of the requested Products. The order shall become binding on Supplier after explicit confirmation in writing by Supplier. Such confirmed order being referred to hereinafter as an "**Order**". Amendments can only be agreed upon between Parties in writing, with exception of clause 1.6.

**2.3** Any acceptance of an offer by Distributor that derogates from the initial offer by Supplier, will not bind Supplier.

## **3. Purchase Orders**

**3.1.** Supplier is always entitled to refuse acceptance of any Order of Distributor at any time without providing reasons. A refusal to accept any Order of Distributor by Supplier may not under any circumstance give rise to any claim for damages by the Distributor.

**3.2** Supplier shall fulfil the Orders with all reasonable dispatch, but without accepting any liability for loss of trade or profit or any other damages occurring in the event that Supplier is unable to fulfil an Order, in which case Supplier will inform Distributor about the inability within 24 hours after acceptance of the Order.

**3.3** Orders cannot be cancelled by Distributor without the explicit written permission of Supplier. Permission will only be given in exceptional circumstances, provided Distributor has paid a cancellation fee (to be determined by Supplier) and has consulted with Supplier.

## **4. Amendment of Products**

**4.1** Supplier reserves the right to amend or improve the Products at any time, provided that Distributor has been informed of such amendment at least 1 month in advance.

## **5. Delivery and Transfer of Risk**

**5.1** Delivery periods are valid by approximation only, and shall never be considered final. Failure to deliver the Products within the delivery period specified, irrespective of the reason thereof, shall not entitle Distributor to any compensation for damages or to any right to suspend or terminate the fulfilment of any of its own obligations ensuing from any Order and/or the Distribution Agreement.

**5.2** Unless otherwise specified, delivery shall be made EXW (Incoterms 2020) the place of destination agreed between the Parties. All costs and risks relating to the Products shall transfer to Distributor at the moment of delivery.

**5.3** If and to the extent that Distributor fails to fulfil any of its obligations towards Supplier, Supplier is entitled to postpone delivery. In any event, delivery time shall be extended by the amount of time during

which performance has been delayed or hindered in connection with circumstances for which Supplier cannot be held liable.

## **6. Prices**

**6.1** Prices are 'base' prices excluding VAT and any other taxes and levies and exclusive of any other costs, import, export and excise duties, and transport, installation and packaging costs. Prices are based on performance of the Distribution Agreement during regular working hours.

**6.2** Supplier is entitled to demand full or partial payment in advance and/or receive other sureties of payment in the form of a bank or corporate guarantee, to be decided on at the discretion of Supplier.

**6.3** If an order is cancelled by Distributor, Supplier shall pay the agreed price in full.

**6.4** Should there be any factors that increase the costs for performance of the Distribution Agreement for Supplier or decrease the price to be paid by Distributor (e.g. due to currency fluctuations), Supplier will have the right to adjust the price accordingly and invoice the additional amount to Distributor.

**6.5** (Additional) payment shall be made without any discount before the due date as stated in the Distribution Agreement, or in absence thereof within thirty (30) days after the Product has been delivered.

**6.6** Distributor is not allowed to suspend any payment under any Agreement or to offset this against any claim against Supplier or other payable amount by Supplier.

## **7. Payment**

**7.1** Distributor shall make all payments to Supplier within 30 days of receipt of the invoice sent by Supplier. If payment has not taken place at the due date, Distributor is in

breach of contract without notice of default being necessary.

**7.2** All invoices shall be paid directly and exclusively to Supplier without recourse to Distributor for a discount, deduction or settlement per contra, and without setting off any of Distributor's debt against any disputed or undisputed debt owed by Supplier to Distributor.

**7.2** As soon as Distributor is in default with any payment, all remaining claims by Supplier against Distributor are, without notice being necessary, immediately payable.

**7.3** From the day of late-payment, Distributor will be liable to pay an interest rate of one and five percent (5 %) per month over the outstanding amount.

**7.4** Each payment by Distributor shall first be applied against any interest or cost(s) due and then, once these have been settled in full, against the oldest unpaid invoice.

**7.5** Supplier shall be entitled, in connection with any exceeding of any payment term, to dissolve other Orders placed by Distributor and confirmed by Supplier in whole or in part or to suspend delivery until full payment is received by Supplier.

**7.6** Supplier shall be fully compensated for any loss in the event that Distributor does not fully comply with its payment obligations. When judicial collection measures take place, Distributor is additionally liable for the actual collection expenses incurred by Supplier with a minimum of fifteen percent (15%) of the principal amount.

## **8. Retention of Ownership**

**8.1** All Products Distributor acquires from Supplier pursuant to the Supply Agreement or any other agreement shall be subject to a retention of ownership, as referred to in

Article 92 of Book 3 of the Dutch Civil Code. Supplier will retain its title to such Products until all amounts due in connection with an Order and/or the Supply Agreement entered into between Distributor and Supplier have been paid in full, such amounts including all interest and costs to which Supplier shall be entitled in connection with any default by Distributor to comply on time or properly with any Order and/or the Supply Agreement.

**8.2** Distributor shall ensure that, until such time as the ownership therein has passed to Distributor in accordance with the above Clause, the Products can be identified and separated easily from other products held by Distributor by storing them separately from other products held by Distributor and by labelling them and by keeping stock records.

**8.3** Distributor shall not alter the Products in any manner whatsoever and shall always avoid that the Products become immovable or incorporated into another good.

**8.4** Products delivered by Supplier that are subject to retention of title by virtue of Section 8.1 may only be resold as part of normal business operations. Distributor is not authorized to pledge or establish any other rights on the delivered Products.

## **9. Resale Prices**

**9.1** Distributor is free to determine the Resale Prices of the Products. Supplier may indicate "non-binding" Resale Prices, taking into account the high quality image and brand of the Products, provided this does in no way limit Distributor's right to grant lower prices.

## **10. Distribution and Promotion of Products**

**10.1** Distributor shall at all times use best efforts to sell and promote the sale of Products.

**10.2** Distributor shall not be allowed to alter or modify any of the Products or remove, efface or obscure any labels thereon, except with the prior written consent of Supplier.

## **11. Compliance with Laws and Regulations**

**11.1** Distributor warrants that the Products are legal and suitable for sale in each country or region in which the Products are sold by Distributor (the "Sales Territory"). In particular, Distributor warrants that the Products comply with all applicable laws, regulations and recommendations that are in force or customary in the Sales Territory (including but not limited to product and trade, therapeutics, food/dietary supplements, cosmetics etc.).

**11.2** Supplier shall not accept any liability for damages as a result of non-compliance of the Products with any laws, regulations or recommendations that are in force or customary in the Sales Territory or apply to any of Distributor's activities in connection with any Order and/or the Distribution Agreement.

**11.3** Distributor shall comply with all registration requirements in the Sales Territory and with any and all governmental laws, regulations and orders which may be applicable to Distributor by reason of its execution and performance of any Order and/or the Distribution Agreement, including all laws, regulations or orders which govern or affect the ordering, transport, import, manufacture, labelling, packaging, sale, delivery or redelivery or export or re-export of the Products in the Sales Territory. Distributor shall also act in accordance with any and all applicable data protection laws.

**11.4** Distributor shall notify Supplier of the existence and content of any provision of law in the Sales Territory which conflicts with any Order and/or any provision of the Distribution Agreement at the time of its execution or thereafter. Also in case any provision of law or regulation applicable in the Sales Territory is amended or changes, Distributor shall notify Supplier with 48 hours of said amendment or change

## **12. Information**

**12.1** Supplier shall supply Distributor with all information needed for the Distribution of the Products.

**12.2** The Parties agree to inform the other Party immediately of any change in its organization, method of doing business or other circumstances, which might affect the performance under any Order and/or the Distribution Agreement.

**12.3** Distributor shall, from time to time, inform Supplier about competitive conditions within the Sales Territory, and all further information that might assist the sale of the Products.

## **13. Know-How and Intellectual Property**

**13.1** The Parties hereby agree and acknowledge that any documentation with respect to the Products and relating documentation, including, but not limited to know-how, calculations, recipes and samples, and all intellectual property rights with respect to the Products and related documentation, including, but not limited to, patents, trademarks and copyrights, shall remain with Supplier and/or such third party proprietors who have granted a right to use their intellectual or industrial property rights to Supplier.

**13.2** Supplier and its licensors reserve all intellectual property rights under the Copyright Act or any other legislation.

Nothing in a Distribution Agreement and/or Order can be considered a transfer of intellectual property rights to the Distributor.

**13.3** The Distributor warrants that it will not infringe on the intellectual property rights of Supplier, its suppliers and/or its licensors and will not challenge the validity of the intellectual property rights.

**13.4** Distributor shall not remove or cover up, in whole or in part, any trademark and/or other identifying marks affixed to the Products or their packaging.

**13.5** Without the prior written permission of Supplier, for example permission provided in the Distribution Agreement and/or the Order, the Distributor is not permitted to use any intellectual property right, including trade names, as part of its business operations, trade and/or brand names and/or domain names.

**13.6** Distributor shall never claim any intellectual property rights with respect to Supplier and/or the Products and shall not, without the prior written permission of Supplier, carry out any registration or other action anywhere in the world with respect to (the name of) Supplier and/or the Products.

**13.7** Distributor agrees to notify Supplier immediately in writing in the event any legal action is instituted against Distributor relating to the use of the intellectual property rights of Supplier or when Distributor becomes aware of any infringement or illegal use of these rights in relation to the Products by any third party. Supplier may decide whether or not to take action against an infringement or threatened infringement. In that event, Distributor agrees to cooperate fully with any possible action of Supplier against any possible claims or suits in respect of the

intellectual property rights. Without the prior written permission of Supplier, the Distributor is not permitted to act, in or out of court, against an infringement.

**13.8** Distributor warrants that it will strictly comply with all relevant laws and regulations when reselling the Products. Distributor shall indemnify and hold Supplier harmless for any damage suffered by Supplier as a result of non-compliance.

#### **14. Confidentiality**

**14.1** Each Party agrees to refrain from divulging or using for any purpose outside the scope of any Order and/or the Distribution Agreement the confidential information – of a technical or commercial nature – that has come to its knowledge in the course of the execution of any Order and/or the Distribution Agreement and thereafter. All information, advice and further data and know how, and all documents relating to the same, and copies made thereof shall at all times remain the property of the Party that communicated it to the other Party.

**14.2** The provisions of Section 14.1 shall survive Termination or expiration of the Distribution Agreement. Upon Termination or expiration of this Distribution Agreement, the Parties will return to the other Party all written information relating to Products, furnished to it. Notwithstanding anything contained herein to the contrary, Distributor shall be allowed, upon Termination or expiration of the Distribution Agreement, to retain all information reasonably necessary to service or to have serviced Products delivered pursuant to the Distribution Agreement.

#### **15. Penalty**

**15.1** A breach by a Party of Section 13 (Intellectual Property) or Section 14 (Confidentiality) of the General Terms and

Conditions shall lead to immediate forfeiture, without prior notice or a judicial intervention being needed, of the penalties described in sub 2 of this Section. Distributor remains obligated to perform the obligations under the Distribution Agreement and to compensate costs, damages and interest as far as these surpass the amount of the penalty.

**15.2** In case of a breach of Section 13 (Intellectual Property) or Section 14 (Confidentiality) the General Terms and Conditions, the amount of the penalty is € 5.000 (five thousand euro) per breach with an additional penalty of € 500 (five hundred euro) for every day the breach continues.

#### **16. Force Majeure**

**16.1** "Force Majeure" shall mean any cause beyond the reasonable control of Supplier – even if such cause was foreseeable at the moment of entering into any Order and/or the Distribution Agreement – which permanently or temporarily prevents delays or hinders in whole or in part compliance therewith, including without limitation, natural disaster, (civil) war, pandemics, uproar, strikes, labour disputes, lock out of workers, above average levels of sickness, transport difficulties, governmental regulations, acts, restrictions or omissions to act of any governmental authority (domestic or foreign), import or export restrictions, fire, breakdowns or accidents to machinery, shortage of materials in the market, or any other major disruption in the enterprise of Supplier. Force Majeure shall also include any impediment to comply with any Order or the Distribution Agreement caused by the failure of any third party involved by Supplier to comply with any obligation.

**16.2** In the event of any type of Force Majeure, Supplier shall be entitled, without the requirement of any intervention by any

court, at its sole discretion to suspend the execution of any Order and/or the Distribution Agreement for a maximum period of 2 months, or to dissolve the Order(s) concerned and/or the Distribution Agreement in part or in full. Such suspension or termination shall not oblige Supplier to compensate Distributor for any damages or otherwise. After this period of 2 months, Supplier shall be obliged to either opt for performance of the Order(s) and/or the Distribution Agreement or for dissolution of the Order(s) and/or the Distribution Agreement in whole or in part. Supplier may demand payment for the amount of work already done in performing the Order(s) and/or the Distribution Agreement before the Force Majeure situation arose.

## **17. Inspection**

**17.1** Distributor is obliged to inspect the Products delivered by or on behalf of Supplier immediately on receipt for shortages, incorrect or faulty delivery and defects and damage, failing which the Products are deemed to have been received in accordance with the Distribution Agreement.

**17.2** In case of shortcomings of Supplier, Distributor will need to notify Supplier in writing within five (5) business days after the Products have been delivered, stating a clear description of the shortcoming. The rights of Distributor lapse with omission of said notification.

**17.3** Notification relating to 'hidden' defects shall be made in writing within forty-eight (48) hours after discovery and within fourteen (14) days after delivery. Failure to notify makes all Distributor's claims against Supplier null and void.

**17.4** A defect in the Products delivered shall not at any time entitle Distributor to

suspend any payment or to dissolve the Distribution Agreement.

**17.5** Risk shall pass to Distributor upon the delivery of the Product. Any related services performed after delivery of the Product will be for the risk and account of Distributor.

## **18. Warranty**

**18.1** Supplier warrants that the Products will meet Supplier's published specifications.

**18.2** Distributor shall, without limitation, not be entitled to any claim under the warranty or otherwise if: (a) Distributor is in default in relation to any obligation to Supplier; (b) the alleged defect of the Product does not qualify as a defect in connection with the ordinary use of the delivered Products; (c) the Products delivered have been handled negligently or not in accordance with the instructions given by Supplier, or have been modified or repaired by anyone other than Supplier.

**18.3** If Supplier is of the opinion that a complaint by Distributor is justified, it shall at its own discretion either repair the defect or non-conformity, or replace the Product. Costs exceeding the normal costs of repair or replacement of the Products will be for the account of Distributor as well as costs of transportation, travel- and accommodation expenses, labour costs caused by Distributor, and other costs that are not reasonably for the account of Supplier.

**18.4** The warranty as mentioned in Section 18.1 is exclusive and all other guarantees whether express or implied including any guarantees of merchantability and any guarantees of fitness of purpose, but without limitation thereto, are excluded.

## **19. Liability**

**19.1** Supplier shall not accept any other liability for non-conformity of Supplier's Products other than those warranted in Section 18 nor will Supplier accept any liability for damage and/or loss ensuing from or caused by its failure to perform its obligations under any Order and/or the Distribution Agreement or caused by a wrongful act to Distributor, unless caused by an intentional act or intentional omission or gross negligence of Supplier. Supplier shall also not accept any liability for damage and/or loss that can be attributed to an act or omission of Distributor, an employee of Distributor or a third party acting on behalf of Distributor.

**19.2** Supplier shall not accept any liability whatsoever for consequential damages, including damage or loss ensuing from late delivery and loss of profit, unless caused by an intentional act or intentional omission or gross negligence of Supplier.

**19.3** Supplier's liability shall at any time be limited to the Purchase Price of the damaged Products, or, when covered by any insurance of Supplier, to the amount that is paid for the matter concerned under the relevant insurance policy of Supplier (the "Liability Cap"). At the request of Distributor, Supplier will provide a copy of the insurance policy of Supplier. The Liability Cap is not applicable if the damages were caused by an intentional act or intentional omission or gross negligence of Supplier.

**19.4** Supplier may impose the obligation on Distributor to take Products that Distributor has brought onto the market and which are defective or in which a defect has been discovered, off the market immediately and with a maximum of 24 hours, the length of which is to be determined by Supplier (recall action). All expenses involved therein and/or all

damages ensuing there from are for the account of Distributor, unless Supplier can be blamed for the defect in accordance with this Section 18.

**19.5** In case Supplier is obliged to pay damages relating to a product liability claim, Supplier can take recourse against the Distributor for said claim in the event that the claim is the (in)direct result of an act or omission by the Distributor.

## **20 Insurance**

**20.1** Both Parties shall at all times during the term of the Distribution Agreement maintain proper liability insurances, each at its own expense, to cover each Party's own risks with the Products.

## **21. Assignment**

**21.1** Distributor shall not be permitted to assign the rights and obligations arising from any Order and/or the Distribution Agreement to any third party without the prior written approval of Supplier.

## **22. Expiration Time**

**22.1** Unless explicitly agreed otherwise, the right for Distributor to make any legal claim by reason of any Order and/or the Distribution Agreement shall lapse upon expiration of 2 months from the date of delivery.

## **23. Severability**

**23.1** Nullity of one or more provisions of these General Terms and Conditions shall not prejudice the validity of the other provisions, and the nullified provision shall be deemed replaced by a provision which is valid and enforceable, and the meaning of which shall be closest to the original meaning of such provision.

## **24. Data protection**

**24.1** Parties explicitly declare to fulfil their obligations under the applicable national



and European privacy legislation, including the rules of the General Data Protection Regulation.

## **25. Termination**

**25.1** Parties are, regardless of possible (other) rights based on Dutch law and/or the Distribution Agreement, entitled to dissolve (*ontbinden*) the Distribution Agreement – effective immediately and without notice or any judicial intervention being needed – upon the occurrence of one or more of the following events:

(a) if the other Party is declared bankrupt or applies for a (provisional) suspension of payment;

(b) if the other Party discontinues its business, is dissolved, or if more than 50 % (fifty percent) of the shares in the outstanding share capital are being transferred or encumbered in any manner or if the composition of the management of the other Party is changed;

(c) if the other Party fails to comply with any provision of this Distribution Agreement and has failed to cure such default after it has been summoned to do so by the cancelling Party after having been given a reasonable period to cure this default.

**25.2** In all situations mentioned in Section 24.1, the Party dissolving or terminating the Distribution Agreement shall not be liable to pay any compensation for incurred damage.

## **26. Applicable Law and Jurisdiction**

**26.1** These General Terms and Conditions as well as any Orders and their execution shall in all respects be governed by Dutch law. The applicability of the United Nations Conventions on Contracts for the International Sale of Moveable Goods (CISG) is explicitly excluded.

**26.2** All disputes arising out of or in connection with these General Terms and

Conditions and any Orders shall exclusively be settled by the competent district court of Oost-Brabant (*Rechtbank Oost-Brabant*), The Netherlands.

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