

## GENERAL CONDITIONS OF SALE AND DELIVERY OF

LITTLE SHEE HEE,

established in Nieuwegein, hereinafter to be referred to as LSH

### **Article 1. General**

- 1.1. All offers are made, submitted and accepted subject to the declaration of applicability of the following sales, delivery, and payment conditions, which conditions are also applicable to any agreement concluded between the parties.
- 1.2. These conditions shall always prevail. Any conditions of the other party are expressly rejected.
- 1.3. The other party is deemed to also accept the applicability of these conditions with respect to subsequent agreements with LSH.
- 1.4. Deviations from these conditions are only valid when expressly accepted in writing by LSH and only apply to the agreement to which they relate.

### **Article 2. Offers**

- 1.1. All offers are non-binding as to price, content, execution, and delivery time, unless otherwise stated in writing. The contract is deemed to have been concluded in accordance with the offer unless LSH immediately after acceptance informs the customer that it revokes the offer.
- 1.2. If an answer to an offer that is intended to be accepted deviates only in respect of minor points, then this answer is deemed to be acceptance and the contract is concluded accordingly, unless LSH objects in writing within two weeks to such deviations in respect of minor points.
- 1.3. With respect to the other party, the written offer by LSH, or, if no written offer has been made, a written order confirmation by LSH, serves as conclusive evidence of the contents of the agreement, unless the other party can provide proof to the contrary.
- 1.4. Verbal promises by and agreements with subordinates, representatives, agents, and other intermediaries of LSH are not binding on LSH until they have been confirmed in writing.
- 1.5. Unless the other party makes special demands concerning the goods to be delivered and their sorting and these have been expressly accepted by LSH, the sorting of LSH must be accepted.
- 1.6. Samples are provided by LSH only by way of indication, without the matter forming the subject of the contract having to correspond to them, unless expressly stated otherwise.

### **Article 3. Multiple Clients**

- 3.1. In the event of multiple clients, the group of clients must clearly indicate the way in which they will communicate with LSH and the way in which invoicing, and payment will take place, at the discretion of LSH. If the group of principals fails to provide an unambiguous structure, LSH will be liable for any resulting complaints and damages.
- 3.2. Approval by one of the principals of matters submitted for approval to the group of principals shall be deemed to constitute approval by the entire group.
- 3.3. Unless otherwise agreed in writing in advance, each client within the group of clients is jointly and severally liable for payment of the amount due to LSH in respect of the order, even if amendments, additions and/or extensions to the order are made by one or more of the other clients within that group.

### **Article 4. Prices**

- 4.1. Prices are inclusive of turnover tax.
- 4.2. The prices do not include the costs of delivery and delivery, including the necessary packing costs, transport costs and any insurance premiums, unless otherwise agreed in writing per order.
- 4.3. Agreed prices shall be based on the price level of materials, costs of delivery and delivery as referred to under 4.1. when the contract is concluded, of course if agreed, wages, insurance premiums, tax charges, import duties and other price-determining factors applicable on the day of actual delivery under the contract. If any increase in price-determining factors as mentioned in the preamble to this paragraph occurs prior to the delivery, LSH has the right to charge the other party a proportional price increase, even if the price increase is the result of a circumstance that was foreseen at the time the agreement was concluded.

### **Article 5. Bonuses**

- 5.1. LSH may agree with the other party on a sales bonus under conditions to be specified by LSH.
- 5.2. LSH shall not be liable for the revenue bonus referred to in Article 5.1 until the other party has fulfilled all its obligations towards LSH.
- 5.3. LSH is entitled to deduct all amounts owed by the other party from the revenue bonus.

#### **Article 6. Delivery time, delivery**

- 6.1. Exceeding the delivery time, even in the absence of force majeure on the part of LSH, does not mean that LSH is legally in default. Further notice of default is required. Excesses of not more than 10 working days/weeks can never lead to the annulment of the agreement concerned.
- 6.2. Exceeding the delivery time does not give the other party the right to perform work or have work performed to implement the agreement without judicial authorization.
- 6.3. Without prejudice to the provisions elsewhere in these terms and conditions with respect to extensions of the delivery period, the delivery period shall be extended by the duration of the delay that arises on the part of LSH as a result of the other party's failure to fulfil any obligation ensuing from the agreement or to cooperate with respect to the execution of the agreement.
- 6.4. The provisions of the preceding paragraphs do not apply to force majeure situations, for which Article 15 applies and for the rest the law.
- 6.5. Deliveries are, unless otherwise agreed, always ex works.
- 6.6. LSH is permitted to deliver sold goods in parts. This does not apply if the delivery has no independent value. If goods are delivered in parts, LSH is entitled to invoice each part separately.

#### **Article 7. Retention of title**

- 7.1. Without prejudice to the other stipulations of the agreement(s) and these conditions, the ownership of the goods delivered by LSH to the other party, as security for the payment of the amounts owed by LSH, which are discussed in more detail below, remains with LSH until the moment of full payment by the other party of all that which is owed to LSH by virtue of all the underlying (deliveries), 7.1 LSH is entitled to suspend the delivery of the goods until such time as the other party has paid in full all that which it owes LSH in respect of all written agreements concluded between LSH and the other party concerning the deliveries, including all joint (final) obligations and all claims by LSH in respect of the other party's failure to perform (including interest, costs and penalties) in relation to such agreements.
- 7.2. The other party shall not be permitted to pledge the goods delivered by LSH or to encumber them in any other way with a limited right as long as they are subject to retention of title. Disposal is permitted insofar as not restricted by Art. 7.4 below.
- 7.3. LSH is entitled, based on the provisions of this article, to remove the delivered goods from the other party or from the holders of the animals, or to have them removed, if the other party does not fulfil its obligations and/or if there is a suspicion that the other party will not fulfil its obligations. The other party is obliged to cooperate in the aforementioned removal of the goods, possibly by dismantling them, on penalty of payment to LSH of a fine of €5.000,00 (in words five thousand Euros) per day that it is/remains in default, if LSH expressly makes a claim to this, without prejudice to LSH's other rights.
- 7.4. The other party, in the event that other party(ies) claim(s) to goods that are subject to retention of title as stipulated in this article, is/are obliged to inform the other party(ies) of the retention of title and not to proceed with the delivery before receiving written permission from LSH.

#### **Article 8. Industrial or intellectual property rights.**

- 8.1. The other party is not permitted to remove or change any indication concerning brands, trade names, patents or other rights from the goods delivered by LSH, including indications concerning the confidential nature and secrecy of the delivered goods. Furthermore, the other party is not allowed to change or replace packaging's, regardless of whether they have been registered as a model or drawing. The other party is obliged to impose this clause as a third-party clause on its contracting party.
- 8.2. LSH shall not be held liable for any infringement of intellectual or industrial property rights of third parties caused by alterations to the delivered goods without LSH's consent.
- 8.3. Transfer of ownership of delivered goods or making them available shall under no circumstance include the transfer of intellectual property rights, including, but not limited to, patents, patents and copyrights, or trademark, design, and model rights, unless the parties have expressly agreed otherwise in writing.

#### **Article 9. Confidentiality**

- 9.1. LSH is obligated to treat all data of the other party carefully and confidentially. Confidentiality is understood to be market practice. This obligation does not apply to the provision of information to the government.

#### **Article 10. Payment, default**

- 10.1. Payment of everything owed by the other party to B2C shall be made without discount, in advance. before an order is taken into production or, insofar as not agreed otherwise, for B2B within 30 days of the invoice date.
- 10.2. From the moment that the other party is in default - applies for the second part of Art. 10.1 for B2B - until the day of full payment, the other party shall owe default interest of 1.5% per month, or part thereof, unless the statutory interest rate exceeds this contractually stipulated interest rate, in which case this statutory interest shall be due, all without prejudice to LSH's right to full compensation for damages based on the law.
- 10.3. All costs of collection of debts owed by the other party, both judicial and extrajudicial, are for the account of the other party. The amount of extra-judicial collection costs owed to LSH are calculated according to the collection rate, plus VAT, of the Netherlands Bar Association, as it is determined from time to time, unless the actual extrajudicial costs exceed these collection costs, in which case the latter costs are owed.
- 10.4. LSH has the right to determine to which obligation a payment shall be attributed.

## **Article 11. Warranty**

- 11.1. LSH only provides a guarantee if a guarantee period has been agreed upon at the time of closing the contract.

## **Article 12. Delivery, complaints, default**

- 12.1. Upon delivery of the goods, the other party shall be obliged to immediately examine whether what has been delivered corresponds to the agreement. Immediately noticeable defects, such as, but not limited to, shortcomings in the number of ordered and delivered goods, must be discovered by the other party immediately upon delivery -in the event of a count of whether the agreed number of ordered goods has been delivered, this must be done immediately at the moment of delivery, insofar as possible together with the carrier-, and reported to LSH both orally and in writing by registered letter and by fax and/or e-mail, and this immediately upon delivery, without the other party being able to invoke the two-day term as set out in Art. 12.2. 12.2 The other party may, at its own discretion, demand that LSH comply with its obligations.
- 12.2. The other party may - expressly without prejudice to the previous stipulations in Art. 12.1 - in any case no longer claim that what has been delivered does not comply with the agreement if it has not notified LSH in writing by registered mail within two days after delivery or after it should reasonably have discovered the defect, insofar as this was not possible for LSH to discover immediately on delivery.
- 12.3. If the delivered goods do not conform to the agreement and the other party has informed LSH of this in good time, LSH shall, at its own discretion:
- (a) (a reasonable part) of the price or reduce the price or,
  - (b) repair the delivered goods free of charge, or
  - (c) replace the delivered goods and take back the replaced goods.
- LSH is entitled to choose between the above options.
- 12.4. Legal claims and defenses based on facts that would justify the assertion that the delivered goods does not comply with the agreement, are cancelled after a period of 1 year following the notification made in accordance with art. 12.1 or, depending on which case, art. 12.2.

## **Article 13. Damages**

- 13.1. If the other party claims to have suffered damage due to an attributable shortcoming on the part of LSH, the other party must demonstrate both the shortcoming and the attributability, unless a guarantee has been given in accordance with the provisions of Article 11. In that case the other party only must demonstrate the shortcomings.
- 13.2. A shortcoming can only be attributed to LSH if it is at fault in the sense of culpability.
- 13.3. The liability of LSH for damage, for whatever reason, is limited to the amount that LSH's insurance company may pay out to LSH in the case in question. In the event that LSH is liable for damage that is not covered by insurance, its liability is limited to the net invoice value of the goods to be delivered or the work or services to be performed, with which the damage is related, up to a maximum of € 11.000,-.
- 13.4. Consequential or indirect damages, however named, such as trading losses, reduced revenues, or liability to third parties, shall never be eligible for compensation. The other party shall indemnify LSH against any claims by third parties.
- 13.5. If LSH makes use of auxiliary materials in the execution of the agreement that turn out to be unsuitable, then the shortcoming resulting from this shall not be attributed to LSH, unless in the case of intent and/or gross negligence on the part of LSH with respect to the use of unsuitable materials. If the auxiliary materials are used by order of the other party, the resulting shortcoming can never be attributed to LSH.
- 13.6. If the damage is also the result of events for which another party than LSH is responsible, then LSH is not liable.
- 13.7. If LSH can invoke the contract to defend itself against liability for the acts of an auxiliary person, then the auxiliary person may also invoke this defense if it is held liable by the other party for such acts, as if it were a party to the contract itself. The same applies, vice versa, if LSH is held liable by the other party for damages suffered and/or to be suffered by the other party as a result of acts and/or omissions of auxiliary persons engaged by LSH, in which case LSH may invoke the same contractual terms, limitations and exclusions, or any provisions whatsoever, including those in legislation and regulations, as those auxiliary persons and persons invoke against LSH to defend its liability.
- 13.8. LSH is not liable for damages resulting from errors, ambiguities and/or inaccuracies in the communication between LSH and the other party, resulting from the use of telephone, fax, e-mail, Internet, or other means of communication.

## **Article 14. Default of the Other Party**

- 14.1. The other party shall be obliged to take delivery of the purchased goods at the moment they are offered to it or at the moment they are made available to it in accordance with the agreement.
- 14.2. If the delivery cannot take place, on the ground that the other party does not cooperate or on the ground that another impediment arises on its side, the other party shall be in default, without any notice of default being required.
- 14.3. Default shall commence in the event of any impediment arising on the part of the other party, regardless of whether the impediment can be attributed to it.

## **Article 15. Force Majeure**

- 15.1. Neither party is obligated to fulfill any obligation if prevented from doing so because of any circumstance that cannot be attributed to them and which is not for their account pursuant to these terms and conditions, the contract concerned, the law, legal act, or generally accepted practice.
- 15.2. Force majeure includes all circumstances because of which LSH is temporarily or permanently not able to fulfill its obligations, such as, but not limited to, strikes, transportation problems, fire, government measures, including in any

case import and export bans, quota restrictions and business interruptions at LSH or its suppliers, as well as failure by LSH to comply with its obligations under the agreement. its suppliers, as well as non-performance by its suppliers as a result of which LSH cannot (or can no longer) fulfil its obligations towards the other party, international conflicts, violent or armed actions, fires, floods, storms, explosions, natural disasters or acts of God, decisions by domestic or foreign courts or tribunals, measures by any government, labor unrest among the staff of LSH or among the staff of any third party that supplies services or goods to LSH, boycott actions delays or other deficiencies on the part of third parties on whom LSH depends in any way, power failures, failures in connections to the Internet, failures in the telephone network and/or cable network of the telecommunications company/companies concerned, full utilization of dial-up lines, power failures and other failures beyond the control of LSH, failures in communication links or in equipment of LSH or in the communication links or equipment of any third party/parties providing services to LSH.

#### **Article 16. Dissolution**

- 16.1. In the event of permanent or temporary inability of the other party to perform, LSH is entitled to dissolve the agreement by means of a written statement.
- 16.2. If one of the parties is in default, the other party is entitled to dissolve the agreement by means of a written statement insofar as the shortcoming based on which the dissolution is invoked is sufficiently serious, all this as determined by law.
- 16.3. If one of the parties makes use of the right to terminate the agreement, the other party is obliged to pay the costs already made by LSH for the execution of the agreement, unless the impossibility of performance is due to a shortcoming on the part of LSH.

#### **Article 17. Bankruptcy, suspension of payment of the other party, end of contract**

If the other party:

- a) Files for bankruptcy, is declared bankrupt, cedes its assets, applies for a moratorium, prepares or offers a debt agreement with creditors, or if all or part of its assets are seized and this is not lifted within 10 days after seizure, it loses the disposal of all or part of its assets: or
- b) Fails to meet its obligations towards LSH in full or in part after having received a written notice of default, or
- c) Fails to pay an invoice amount or part thereof within the stated period, or
- d) proceeds or decides to cease or transfer its business in a firm/company to be incorporated or already existing, substantial changes have occurred in the management of a counterparty legal entity and/or in the holders of shares in a counterparty legal entity as well as in the event of attachment, pledging, usufruct, otherwise encumbering and/or alienating shares in said counterparty legal entity, or the counterparty proceeds or decides to change the objective of its business, or to dissolve,

the other party shall be deemed to be in default by operation of law and the (remaining) debt shall be immediately due and payable.

LSH is, in the cases mentioned under Art. 17.a up to and including 17.d, entitled to, at its own discretion, without any obligation to pay damages and without prejudice to its rights, such as rights regarding fines or interest already due and the right to claim damages, and without any notice of default or judicial intervention being required:

- a) a) To declare the agreement dissolved in whole or in part or to terminate it in any way whatsoever without prejudice to the obligation of the other party to pay damages and outstanding claims, by means of a written notification to that effect to the other party and/or
- b) b) to claim immediately and in full any amount owed by the other party to LSH and/or
- c) c) to obtain security, including cash payment, for the timely performance of the other party's payment obligations prior to any further performance.

#### **Article 18. Applicable Law**

- 18.1. This agreement shall be governed by Dutch law. The provisions of the so-called Vienna Sales Convention (abbreviated to "CISG") as well as LUVI and LUF are hereby expressly excluded.
- 18.2. If there are differences between the Dutch text of these terms and conditions and a translation thereof, the Dutch text is decisive.

#### **Article 19. Disputes**

- 19.1. Disputes will be brought before the competent Dutch court in the district of Utrecht.
- 19.2. In deviation from 16.1, the parties will have their disputes settled by the relatively competent cantonal judge if, according to the rules of Dutch civil procedure law, the cantonal judge is competent to decide on a dispute.