

## **General Terms and Conditions Deonet Production B.V.**

Deonet Production B.V., located in Hapert (NL), is registered with the Chamber of Commerce Eindhoven under number 17278288.

### ARTICLE 1: DEFINITIONS

The term "customer" refers to the purchaser of goods and services from Deonet Production B.V. The term "in writing" refers to a record via the internet, email, or letter. The term "product" or "products" refers to both unprinted and printed copies of the product.

### ARTICLE 2: APPLICATION OF THESE TERMS AND EXCLUSION, APPLICATION OF CUSTOMER'S TERMS

These terms and conditions apply to all offers from Deonet Production B.V. and all agreements between the customer and Deonet Production B.V. General terms and conditions used by the customer are not applicable. Note: Since Deonet Production B.V. provides a "custom product," the right of withdrawal does not apply to sales to both businesses and consumers.

### ARTICLE 3: OFFER, FORMATION OF AN AGREEMENT

The agreement between the customer and Deonet Production B.V. is not established simply because the customer orders based on an offer from Deonet Production B.V. It is established when Deonet Production B.V. confirms the customer's order in writing ("order confirmation"). Offers from Deonet Production B.V. are not binding in the sense that they only need to be accepted by the customer to create an agreement.

### ARTICLE 4: CANCELLATION

If the customer wants to cancel the agreement with Deonet Production B.V., they must send a written cancellation notice to Deonet Production B.V. The cancellation only takes effect after Deonet Production B.V. confirm it in writing. After cancellation, Deonet Production B.V. will always charge the customer an amount equal to 30% of the actual costs incurred up to that point, with a minimum of 25 Euro. If the customer approves the order, by selecting "Approve Digitals" the agreement becomes non-cancelable. Any cancellation after this point will result in the customer being charged 100% of the order value.

### ARTICLE 5: DESIGN AND SPECIFICATIONS OF PRINTED MATERIAL AND RESPONSIBILITY

5.1 The customer, upon written request, receives a digital proof for free for the purpose of ordering products. This allows the customer to assess the quality.

5.2 If the customer orders without requesting a digital proof, they cannot complain about the

quality, except within the warranty as specified in 8.1. After the agreement is in place, Deonet Production B.V. informs the customer in writing that they can submit the desired design to Deonet Production B.V. This submission must adhere to the procedure and specifications (hereinafter collectively referred to as "submission specifications") listed on the website [www.deonet.com](http://www.deonet.com). Deonet Production B.V. is not obliged to accept submissions that do not meet the submission specifications. Errors, deviations, or malfunctions that occur during the (electronic) submission of the design are solely the customer's responsibility. Deonet Production B.V. bears no responsibility or liability for such issues.

5.3 The customer should be aware that colors, whether in printed products or design files, as they appear in a customer's printout or on a screen, may deviate to some extent from the color of the printed product. Such deviation does not entitle the customer to a claim for non-compliance. An objectively determined standard color (PMS) applies only if it is specified in the proof. Deviations of up to 5% in size are allowed and do not give the customer a claim for non-compliance. The deviation is determined by comparison (i) in the case of "file inspection" with the file as received by Deonet Production B.V., and (ii) in other cases with the PDF proof. Even if a standard color applies, a deviation is allowed. Slight variations in quality and material are allowed.

## ARTICLE 6: PRICE, PAYMENT

6.1 The price and payment method agreed upon are determined solely by the order confirmation. Stated prices are exclusive of VAT unless otherwise indicated.

6.2 If a prepayment is agreed upon, the order will only be executed after the customer has paid the full amount. Nevertheless, Deonet Production B.V. can charge the customer for costs incurred before receiving payment in case of cancellation. If payment on account is agreed upon, the customer must pay the invoice amount within the specified period. In this case, Deonet Production B.V. may request advance payment or payment upon delivery if Deonet Production B.V. has reason to fear that payment on account will not be made in a timely manner.

6.3 The customer is responsible for the costs of bank transfers. The customer does not have the right to set off the payment obligation against a claim against Deonet Production B.V.

6.4 If the payment deadline is exceeded, the customer is automatically in default. Deonet Production B.V. is entitled to claim statutory commercial interest (article 6:119a BW) from the day by which payment should have been made at the latest. Deonet Production B.V. is also entitled to claim collection costs. These costs are set at 15% of the invoice amount, but Deonet Production B.V. is entitled to claim a higher amount if the actual costs are higher.

## ARTICLE 7: DELIVERY, RISK DURING TRANSPORT

7.1 Delivery to the customer within the Netherlands occurs during office hours from 09:00-18:00

on working days, using suitable transport on behalf of Deonet Production B.V. The products are packed in the usual manner.

7.2 The costs of transport to a delivery address within the Netherlands are covered by Deonet Production B.V., unless stated otherwise in the order confirmation. However, the risk of loss or damage to the product during transportation always lies entirely with the customer, from the time of delivery to the carrier. The customer must contact the carrier for compensation in the event of loss or damage. Different agreements on transport and/or packaging are only binding on Deonet Production B.V. if made in writing by Deonet Production B.V.

7.3 The delivery times indicated by Deonet Production B.V. start from the moment the order is put into production by Deonet Production B.V. The delivery times provided by Deonet Production B.V. are indicative; they do not constitute a "firm deadline" that would result in Deonet Production B.V.'s liability in case of exceeding it. A firm deadline only applies if Deonet Production B.V. has accepted that obligation in writing, with explicit indication that it is a firm deadline. Exceeding the indicative delivery deadline does not entitle the customer to any claims for non-compliance. If an indicative delivery deadline is exceeded by more than 30 days, the customer can cancel the order in writing. In contrast to Article 4, this cancellation cannot result in any costs for the customer.

7.4 If delivery cannot take place due to reasons attributable to the customer, one more delivery will be attempted at no additional cost. The delivery timeframe will be extended by the delay that occurs, including any previously agreed upon firm delivery date. If it is still not possible to deliver the goods, Deonet Production B.V. will hold the goods available for the customer's account until further notice, but for a maximum of 30 days. Within that 30-day period, the customer can still receive the goods, subject to payment of storage and (re)delivery costs. After the expiration of the 30 days, Deonet Production B.V. may dispose of the goods on behalf of the customer. The purchase price is due after the first delivery attempt and remains payable even if Deonet Production B.V. disposes of the goods.

## ARTICLE 8: OBLIGATIONS OF Deonet Production B.V., COMPLAINTS

8.1 Deonet Production B.V. will deliver the products with the specifications and qualities as specified in the order confirmation, taking into account what is determined in these general terms and conditions, such as allowed deviations. Deonet Production B.V. only guarantees that the product is generally suitable for its intended purpose. Deonet Production B.V. does not warrant that the product is suitable for any specific purpose, whether general or a specific purpose envisioned by the customer. It does not matter whether the customer has communicated this specific purpose to Deonet Production B.V.

8.2 Deviations in quantities of the bulk products are permitted if the deviation remains within 5% of the quantity specified in the order. Within that margin, any surplus will not be charged, and any shortfall will not be deducted.

8.3 The customer must verify within eight days of delivery whether the delivered items conform to the agreement. This includes at least the quantity, design, color, and other externally observable aspects. Customer complaints regarding these points must be reported to Deonet Production B.V. by email within the specified period. Complaints about aspects other than those mentioned above must be reported to Deonet Production B.V. by the customer within eight days of discovery via registered letter. The customer cannot make any further complaints after three months have passed since the delivery. In every complaint, the customer must provide a precise description of the complaint. If an invoice has been received in the meantime, a copy of the invoice must also be sent. Upon receiving a timely complaint following the correct procedure, Deonet Production B.V. will promptly investigate the complaint and contact the customer.

8.4 If the deadline for making a complaint is exceeded, Deonet Production B.V. has the right to reject the complaint and is not liable for the respective shortcoming.

8.5 If Deonet Production B.V. acknowledges the customer's complaint as valid, the customer will, upon Deonet Production B.V.'s first request, return the relevant product to Deonet Production B.V. If the customer returns the product without prior request, the transportation costs will be the responsibility of the customer, regardless of whether Deonet Production B.V. deems the complaint valid or not.

8.6 The customer cannot file a complaint about products in case of incorrect use or storage.

8.7 If the customer makes a valid complaint about the product, Deonet Production B.V. is obliged, but also entitled, after remedying the defect, to re-deliver the product or to additionally provide the missing part. This (new) delivery will be made immediately. For orders with a value of less than 100 Euros, a credit will be granted. The customer has no right to withdraw from or cancel the contract. If the (new) delivery is costly for Deonet Production B.V., Deonet Production B.V. may choose to withdraw from the order and pay the purchase price.

#### ARTICLE 9: LIMITATION OF LIABILITY OF Deonet Production B.V.

9.1 The liability of Deonet Production B.V. related to the delivery of products to the customer – both liability arising from the agreement and that according to the law – is limited, as indicated below.

9.2 In the event of a shortcoming, the provisions in 8.7 apply, but the customer has no claim to the dissolution or termination of the agreement. In that case, the customer has no (further) claims against Deonet Production B.V.

9.3 Deonet Production B.V. is never liable for indirect damage or consequential damage, whether of the customer or of third parties. Indirect damage or consequential damage includes, among other things, damage to reputation, loss of goodwill, and loss of revenue or profit. Deonet Production B.V.'s liability is always limited to the invoice amount, including VAT, of the

order in which the customer or the third party bases its liability claim. If the (cause of the) liability claim pertains to a partial delivery, the liability maximum is determined by the value of that part of the order.

9.4 The limitation of liability does not apply in cases of willful misconduct or gross negligence on the part of the management within Deonet Production B.V., but it does apply in cases of willful misconduct or gross negligence by employees, auxiliaries, or suppliers of Deonet Production B.V.

9.5 Deonet Production B.V. is not liable for aspects of the delivery for which the customer is responsible or bears the risk. This includes the design approved by the customer as specified in 5.3. Deonet Production B.V. is also not liable for aspects that fall within the allowable deviations as specified elsewhere in these terms and conditions.

9.6 The customer shall indemnify and hold Deonet Production B.V. harmless if Deonet Production B.V. is held liable by a third party in connection with a delivered product and the respective defect, in the relationship between the customer and Deonet Production B.V., is not the responsibility or risk of Deonet Production B.V. This may also involve exceeding a liability maximum.

9.7 The customer grants Deonet Production B.V. the right to use the customer's logo, trademark, and trade name for promotional and marketing purposes. Deonet Production B.V. is never liable for direct, indirect, or consequential damage to the customer or third parties as a result of this right.

#### ARTICLE 10: RETENTION OF OWNERSHIP

Deonet Production B.V. remains the owner of delivered products until the customer has fulfilled all obligations to Deonet Production B.V. arising from the relevant delivery or from corresponding transactions that the parties have conducted or will conduct with each other. The customer may use the product, the ownership of which is reserved by Deonet Production B.V., in the ordinary course of its business. The customer is not authorized to sell these items or establish a right of security on them for the benefit of third parties.

#### ARTICLE 11: INFRINGEMENT OF THIRD-PARTY RIGHTS

The customer guarantees to Deonet Production B.V. that the design of the printed material, as determined by the customer, does not infringe on the rights of third parties, particularly the copyrights of third parties. The customer shall indemnify Deonet Production B.V. for all damages and losses that Deonet Production B.V. incurs due to Deonet Production B.V. producing printed material that infringes on the rights of third parties. The customer indemnifies Deonet Production B.V. against third-party claims in this regard. Deonet Production B.V. has the right to make and retain copies of the design for the purpose of fulfilling the agreement with the customer.

## ARTICLE 12: FORCE MAJEURE

Parties are not liable for shortcomings in case of force majeure. Force majeure, on the part of Deonet Production B.V., includes but is not limited to: war, unrest and hostilities of any kind, blockade, boycott, natural disasters, epidemics, shortage of raw materials, disruption and interruptions of transportation, business interruptions, restrictions or prohibitions imposed by laws or decisions of international, national, and regional government authorities. If applicable, force majeure also applies on the part of Deonet Production B.V. if the circumstances described above occur with auxiliaries or suppliers of Deonet Production B.V.

## ARTICLE 13: APPLICABLE LAW AND DISPUTES

The agreement is subject to Dutch law. Disputes will be exclusively submitted for decision to the District Court of Den Bosch, which has exclusive jurisdiction.