

Article 1: Definitions

1.1 In these general terms and conditions, hereinafter referred to as "Terms and Conditions", the Client is understood to mean the client, buyer, intermediary, reseller, retailer and any other customer who gives an order to GM or has concluded an Agreement with GM.

1.2 For the purposes of these Terms and Conditions, GM also includes all companies to which the execution of an Agreement is entrusted in whole or in part.

1.3 For the purposes of these Terms and Conditions, the term "Agreement" means any agreement that is concluded between GM and the Client, any amendment thereto or addition thereto, as well as all acts and legal acts in preparation and for the execution of that Agreement.

Article 2: Applicability

2.1 These Terms apply to all GM offers, deliveries of products, services and Agreements.

2.2 If the Client also declares general terms and conditions applicable, these GMs will only be bound insofar as GM has expressly accepted these general terms and conditions in writing.

2.3 Deviations and/or additions to any provision in an Agreement and/or these Terms and Conditions only apply if they are agreed in writing and relate exclusively to the Agreement in question.

Article 3: Quotations and offers

3.1 GM's quotations and offers are non-binding and only serve as an invitation to place an order and/or give an order.

3.2 Orders, Agreements and understandings shall be binding on GM first if and to the extent that they have been confirmed by GM in writing.

3.3 Information contained in printed matter, catalogues, leaflets of GM or by any of its manufacturers, which it represents, is subject to change and is therefore not binding on GM.

Article 4: Agreement

4.1 An Agreement between GM and the Client is concluded in writing or because GM has commenced implementing acts.

4.2 An Agreement that Client has concluded with a representative or any intermediary of GM is only legally valid if and insofar as the representative or intermediary has a written power of attorney.

4.3 All statements by GM of numbers, measures, weights and/or other indications have been made with care. However, GM cannot guarantee that there will be any discrepancies in this regard. Calculation, writing and typesetting errors in offers, quotations, prospects, leaflets, order confirmations, invoices, publications and other documents originating from GM are not binding on GM. Shown or provided (proof) models or drawings, not limited by so-called 'display models', are only non-binding indications of the relevant articles.

Article 5: Prices

5.1 The prices and Terms of the delivery date apply to the Agreements concluded by GM and the Client, unless the parties have agreed otherwise in writing.

5.2 The prices quoted apply to delivery ex warehouse GM/border, excluding turnover tax, excluding disposal fee and excluding packaging, unless otherwise agreed in writing.

5.3 If necessary, packaging is charged at cost price and not taken back. The necessity of the use of packaging is at the discretion of GM.

5.4 Even if one of the domestic or foreign suppliers/producers to GM increases its prices in the meantime, GM is entitled to pass on this price increase, unless expressly agreed otherwise.

5.5 Even after the conclusion of the contract, but before the delivery and/or performance of the order, GM has the right to change the selling prices if the circumstances on which those selling prices are based change, regardless of whether those circumstances were foreseeable. These circumstances include, but are not limited to: freight rates, import and export duties or other charges and/or taxes at home and abroad, wages, salaries and social

security contributions, exchange rate changes and prices of raw materials and consumables.

5.6 If, in connection with any assignment, GM is forced to perform more or different work due to the late or non-timely delivery of complete, or sound and clear data/materials or due to a changed or incorrect assignment or briefing, these activities will be remunerated separately, based on the usual rates charged by GM.

Article 6: Payment

6.1 All payments must be made within 14 days of the invoice date, without deduction or set-off, unless expressly agreed otherwise in writing.

6.2 Client is not entitled to set-off and does not have the right to suspend any payment obligation towards GM.

6.3 By the mere expiry of a payment term or the failure to provide security on time, the Client is in default without prior notice of default. In that case, all claims, for whatever reason, of GM against the Client are immediately due and payable and GM is entitled to suspend the execution of its obligations under these and all other Agreements concluded with the Client without prior notice of default, without prejudice to its other powers under the law.

6.4 GM shall at all times be entitled to demand payment in cash, payment in advance or security for payment by means of a bank guarantee.

6.5 If the Client does not comply with its obligations to pay, it will owe default interest of 1% per month from the invoice date, without a notice of default being required.

6.6 All costs relating to the collection of what is owed by the Client and not paid on time shall be borne by the Client. The extrajudicial costs amount to at least 15% of the amount due (with a minimum of € 250.00), excluding VAT and are already due and payable as soon as the claim has been handed over for collection.

6.7 If the Client is a consumer, the calculation of the extrajudicial costs is in accordance with 'the Decree on Compensation for Extrajudicial

Collection Costs', as referred to in Article 6:96 (4) of the Dutch Civil Code. These costs are increased by the VAT due on them. The extrajudicial costs are made up as follows:

1. Minimum rate € 40,-
 2. 15% on the first € 2,500
 3. 10% on the next €2,500 (up to €5,000)
 4. 5% on the next €5,000 (up to €10,000)
 5. 1% on the next €190,000 (up to €200,000)
 6. 0.5% on the excess of the principal amount with a minimum of € 6,775 (above € 200,000).
- 6.8 Any amount received from the Client will first of all serve to settle those claims that GM may have against the Client in respect of which GM has not stipulated a retention of title or a right of pledge in accordance with Article 9. Thereafter, any amount received from the Client shall first be used to pay any interest and costs due as referred to in Articles 6.5, 6.6 and 6.7.
- 6.9 All first deliveries from new or one-off clients are delivered strictly cash on delivery.
- 6.10 In the event of liquidation, bankruptcy, attachment or suspension of payments of the Client, the Contractor's claims against the Client shall be immediately due and payable.

Article 7: Delivery and risk

7.1 Specified delivery times are non-binding and no strict deadlines, unless otherwise agreed in writing. If the delivery period is exceeded, the Client is not entitled to any compensation in this respect, in which case the Client is also not entitled to dissolution of the Agreement, or to suspension of its obligations arising from the Agreement.

7.2 The delivery period commences on the day of the conclusion of the Agreement or, if this is later, on the day of receipt by GM of the supplies necessary for the execution of the Agreement and/or on the day that GM receives an agreed advance payment.

7.3 Delivery will take place at the place agreed by GM and the Client, or, in the

absence thereof, at a place to be designated by GM.

7.4 The costs of delivery are for the Client.

7.5 The risk for the goods to be delivered shall be transferred to the Client upon delivery of the goods at the place of delivery.

7.6 Deliveries elsewhere than agreed as well as return shipments are at the expense and risk of the Client.

7.7 If delivery of the goods is refused by the Client or is not accepted in time, the risk of the goods will immediately be transferred to the Client, without prejudice to the provisions of Article 9, and the Client will be in default without notice of default. In that case, GM is entitled to store the goods at the expense and risk of the Client or to sell them to a third party. The Client shall continue to owe the purchase price, plus interest and costs, but in some cases reduced by the net proceeds of the sale to this third party.

7.8 Samples, photographs and drawings remain the property of GM and may not be copied or made available to third parties. All models and tools that have been specially manufactured for an order remain the property of GM, even if they have been paid for in full or in part by the Client, unless otherwise agreed in writing.

7.9 All items are executed in standard version. An additional charge will be charged for an order of different models or colours, after prior written consultation.

7.10 When an order is made according to a model or drawing, the Client undertakes the guarantee that no copyright, trademark, patent, utility or trade model or any other right of third parties will be affected.

7.11 If items are ordered on demand, they will be kept available on demand for a maximum of 6 weeks. If the goods have not been purchased within this period, they will still be delivered and invoiced.

7.12 A maximum of 4 partial deliveries applies per project, unless explicitly agreed otherwise, whereby the

maximum period of 6 weeks in which the items are made available on demand is maintained.

7.13 The other party is obliged to check the delivered or packaging for any shortages or visible damage immediately upon delivery and to report this to the contractor within 48 hours.

Article 8: Complaints

8.1 Complaints must be made in writing or by e-mail, stating the reasons. Complaints regarding defects in properties must take place within 2 working days after delivery; complaint in respect of all other shortcomings within 8 days after delivery, or within 8 days after the Client has discovered or could reasonably have discovered the shortcoming. If the complaint has not been made in the manner described above, the delivery is deemed to have been unconditionally accepted.

8.2 Customary deviations are not grounds for advertising.

8.3 In the event of a complaint, GM is only obliged to supplement or replace the goods that have not been delivered or have not been properly delivered. If transport is carried out by third parties on behalf of GM, the Client must submit a timely complaint in accordance with the applicable transport conditions, under penalty of forfeiture of claims against GM.

8.4 Statements and information provided by GM with regard to the goods are non-binding and do not release the Client from its obligations to examine the goods.

8.5 In the event of use and consumption of delivered goods, the Client is fully liable for compliance with statutory and other regulations of competent authorities. 8.6 After any defect has been discovered, the Client is obliged to cease immediately after the use, processing, processing and/or installation of the goods in question and furthermore to do and refrain from doing what is reasonably possible to prevent further damage.

8.6 Right of withdrawal - applicable to consumers.

You have the right to withdraw from the contract within a period of 14 days without giving reasons.

The withdrawal period expires 14 days after the day on which you or a third party designated by you, who is not the carrier, acquires physical possession of the goods. In order to exercise the right of withdrawal, you must inform us (GreenMouse International B.V., Marsweg 38, 8013 PD, Zwolle, info@greenmouse.green, Telephone: 038 4674577) of your decision to withdraw from the contract by means of an unambiguous statement (e.g. in writing by post, fax or e-mail). You can use a model withdrawal form for this purpose, but you are not obliged to do so. In order to comply with the withdrawal period, it is sufficient to send your communication regarding your exercise of the right of withdrawal before the withdrawal period has expired.

8.7 Consequences of the withdrawal you withdraw from the contract, you will receive all payments you have made up to that point, including delivery costs (with the exception of any additional costs resulting from your choice of a method of delivery other than the cheapest standard delivery offered by us) without undue delay and in any case no later than 14 days after we have been informed of your decision to withdraw from the contract, back from us. We will refund you using the same means of payment that you used to make the original transaction, unless you have expressly agreed otherwise; In any event, you will not be charged any fees for such reimbursement. We may withhold reimbursement until we have received the goods back, or you have provided proof that you have returned the goods, whichever is the earliest. You must return or hand over the goods to us without delay, but in any event no later than 14 days after the day on which you have notified us of the decision to withdraw from the contract. You will be on time if you return the goods before the 14-day period has expired. You will be responsible for the

direct costs of the return.

You are only liable for the depreciation of the goods resulting from the use of the goods, which goes beyond what is necessary to establish the nature, characteristics and functioning of the goods. Excluded from the right of withdrawal is a consumer sale that relates to the supply of:

- products manufactured according to the consumer's specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the consumer, or which are clearly intended for a specific person;
- products that spoil quickly or that have a limited shelf life;
- products that are not suitable for return for reasons of health protection or hygiene and the seal of which has been broken after delivery;
- products which, by their nature, have been irrevocably mixed with other items after delivery;
- audio and video recordings and computer software of which the seal has been broken after delivery;
- newspapers, periodicals or magazines, with the exception of a contract for the regular supply of such publications (a subscription).¹

8.8 Business customers do not necessarily have the right to reopen. This will always have to be done in consultation.

Article 9: Retention of title

9.1 Notwithstanding the actual delivery, the ownership of the goods will only be transferred to Client after the Client has paid in full all that it owes or will owe to GM pursuant to the Agreement, including the purchase price, any surcharges, interest, taxes, costs and compensation due pursuant to these Terms and Conditions or the Agreement. Any consignment goods and/or marketing materials are expressly covered by this section.

9.2 The Client shall not have the right to dispose of or encumber the goods in any way, as long as full payment has not been made to GM, except and insofar as it concerns the normal conduct of the

business. The Client is obliged to pledge the resulting claims against third parties to GM, under penalty of a penalty of 50% of the invoice amount for the delivered goods, with a minimum of € 5000.00.

9.3 In the event of mixing, processing, traceability, etc., of the goods with goods of the Client or third parties, GM retains or acquires ownership of its share in the entirety of the existing or created goods.

9.4 If the Client does not comply with its payment obligations, GM has the right, without a notice of default being required, to take back the goods belonging to it as well as the costs of de-installation. GM and its employees will then irrevocably have the right to enter the Client's premises and to acquire actual possession of the delivered goods.

9.5 Receivables relating to the sale of goods wholly or partly belonging to GM as well as rights relating to a future payment due to an insurance contract shall be pledged by the Client to the seller.

9.6 At GM's request, Client shall immediately provide all information relating to the goods wholly or partly owned by GM.

9.7 If and as long as GM is the owner of the goods, the Client will immediately notify GM in writing if the goods are seized or threatened to be seized or any other claim is made to (any part of) the goods.

9.8 In the event of attachment of (part of) the goods, (provisional) suspension of payments or bankruptcy of the Client, the Client will immediately inform the attachment bailiff, the administrator or the trustee of GM's (property) rights.

9.9 The Client shall be liable to GM for all costs incurred by GM in the enforcement of its rights under these Terms and Conditions (such as actually regaining possession of its property or exercising rights of pledge).

Article 10: Liability

10.1 GM is not liable other than as referred to in Article 8.3 for claims or damage due to non-execution, late or

improper execution of an assignment, except and insofar as Client can demonstrate that there was intent.

10.2 Under no circumstances shall GM be liable for trading loss, immaterial damage, environmental damage and/or consequential damage.

10.3 GM is not liable for damage if the Client has not held GM liable for the damage by registered letter within 8 days of becoming aware of the cause of the damage.

10.4 GM is in no way liable for damage suffered by Client or third parties in the following cases:

- If the Client does not comply with the safety instructions, the instructions for use and the warnings issued by the government and/or by GM with the goods and/or does not hand them over to third parties;

- The Client extends the use that can be made of the goods or allows or makes it possible for third parties to use the goods for purposes other than those indicated.

10.5 GM's liability never goes beyond the extent covered by liability by the insurance company.

10.6 In the unlikely event that the insurance company does not pay out the damage or the damage is not covered, the liability is limited to the invoice amount. Any consequential damage suffered by the other party, relating to the damage that is not covered by the insurance, is completely excluded.

10.7 If GM acknowledges or partially acknowledges any liability, it can only supply a new product and will never be held liable for any costs related to removal and/or disassembly of the product.

Article 11: Warranty

11.1 Any form of warranty on the part of GM is void if the goods are used for the purpose for which they are intended or other than as required.

11.2 In order to successfully invoke the warranty, the following conditions must be met:

- The product must have been used as advised in our terms of use (the box

and/or the manual).

- The supplier's instructions for use must not be violated.

- It is up to GM to decide whether there is an infringement or not.

11.3 After declaring a warranty claim valid, GM is only obliged to supplement and replace what was delivered defectively.

11.4 If GM delivers goods to the Client that GM has obtained from its suppliers, the content and scope of the warranty, the warranty period and the (other) warranty conditions as set by those suppliers shall apply. GM will never be obliged to provide a more far-reaching guarantee vis-à-vis Client than GM is entitled to in respect of those subcontractors. The minimum warranty period used by GM is 1 year, unless otherwise agreed in writing, with a maximum of 2 years.

11.5 In any case, the warranty does not cover defects in the goods that have arisen as a result of normal wear and tear or due to any external cause.

11.6 If GM has had defects repaired under the warranty, if any, or has replaced the goods in question or refunded the purchase price, it will be fully discharged with regard to its warranty obligations and GM will not be obliged to pay any further compensation or damages.

Article 12: Indemnification

12.1 The Client is obliged to indemnify GM against all claims by third parties, directly or indirectly related to (the use of) the goods and/or services supplied by GM and he will compensate GM for all damages, including (legal) consultant costs, that GM suffers as a result of such claims.

Article 13: Third-party clause

13.1 All clauses relating to the exclusion or limitation of GM's liability and to the indemnification of GM against claims by third parties are also stipulated for the benefit of those employed by GM as well as third parties for whose acts or omissions GM may be liable.

Article 14: Termination

14.1 If the Client fails to pay or comply with other obligations towards GM on

time, the Client will be in default without prior notice of default and GM will be entitled to dissolve the Agreement or to consider it dissolved, without prejudice to GM's right to full compensation for damage suffered and to be suffered and all further rights. GM is also entitled – instead of dissolving the Agreement – to suspend the performance of that Agreement and directly related Agreements until payment has been sufficiently secured.

14.2 GM also has the power to dissolve on the basis of Article 14.1 if GM is of the opinion that the Client applies for a (provisional) suspension of payments, is declared bankrupt, prejudgment or executory attachment is levied on the Client's assets, the Client's business is shut down or liquidated, a debt restructuring takes place or – if the Client is a natural person – a receivership takes place.

14.3 The damage suffered and to be suffered as referred to in article 14.1 amounts to at least 10% of the agreed price, without GM being obliged to demonstrate that this damage has been or will be suffered.

14.4 In each of the cases referred to in Article 14, all claims of GM against the Client are immediately due and payable in their entirety, the Client is obliged to immediately return goods of which GM is still (partially or partially) the owner and GM has the right to enter the Client's premises in order to take possession of those goods.

Article 15: Force majeure

15.1 In the event of force majeure, GM is entitled to suspend its (delivery) obligations in whole or in part, or to dissolve the Agreement, without being obliged to pay any damages, costs and interests to the Client.

15.2 Force majeure on the part of GM is understood to mean any circumstance beyond the control of GM, as a result of which the fulfilment of its obligations towards the Client is wholly or partially prevented or as a result of which the fulfilment of its obligations cannot reasonably be expected of GM, regardless of whether that circumstance

was foreseeable at the time of the conclusion of the Agreement. In any event, the following circumstances shall be included in those circumstances:

1. Damage as a result of natural disasters and/or storm damage;
2. War, threat of war and/or any other form of armed conflict or threat thereof that impedes the delivery of the goods;
3. Strikes, forced closures, riots and any other form of disruption and/or obstruction caused by third parties;
4. Loss or damage to goods during transport;
5. Illness of one or more hard-to-replace workers;
6. Legislative or administrative measures taken by public authorities;
7. Measures imposed by organizations or contractual forms of cooperation in which GM is affiliated or of which it is a member and which impede the execution of the Agreement with Client;
8. Defect and/or malfunctions in the means of transport, production equipment or energy supplies;
9. Fire or other accidents in GM's company;
10. Failure to deliver or late delivery to GM by suppliers in the Netherlands and/or other countries;
11. Stagnation in the supply of goods and/or energy in the Netherlands and/or other countries.

15.3 If, despite the presence of the circumstances referred to in Articles 15.1 and 15.2, GM carries out the deliveries and/or services, it is entitled to pass on all costs to be incurred by it to the Client and to deviate from the Agreement to the extent necessary in its opinion.

15.4 In the event of force majeure on the part of GM, the Contractor is not entitled to any compensation or damages, even if GM should have any advantage as a result of the force majeure.

Article 16: Nullity

16.1 If one of the clauses of these Terms and Conditions is held to be null and void, this shall not affect the validity of the remaining clauses of these Terms and Conditions.

Article 17: Intellectual property rights

17.1 Unless expressly agreed otherwise in writing, the entire copyright and all other intellectual and industrial property rights with regard to the goods supplied by GM and/or arising from the assignment such as trademark rights, design rights, patent rights, etc., are exclusively vested in GM and/or its licensors/suppliers. then only GM is authorized to do so.

17.2 Unless otherwise agreed, the assignment does not include the investigation into the existence of patent rights, trademark rights, drawing or design rights, copyrights, database rights, portrait rights, and/or other intellectual property rights of third parties. The same applies to any investigation into the possibility of such forms of protection for the client.

17.3 Unless the work does not lend itself to it, GM is at all times entitled to mention or remove its name, right and/or trademark on or with the work, and the client is not permitted to remove such name indications and/or to publish or reproduce the work without mentioning GM's name.

17.4 Unless otherwise agreed in writing, the designs, models, data carriers and/or (electronic) files created by GM in the context of the assignment, and all other created objects or works, as well as all intellectual property rights contained therein, remain the property of GM.

17.5 Unless otherwise agreed, the client is not permitted to make or have made changes to the preliminary or final designs without the written consent of GM. In the event of a change desired by the client, the client must give GM the first opportunity to carry it out. A fee must be paid for this, based on the usual rates charged by GM.

17.6 In the event that Client GM provides data and material that are subject to copyrights, portrait rights or other (related) intellectual and industrial property rights of third parties, Client indemnifies GM against all possible claims from third parties.

17.7 GM is entitled, without prior permission from the Client, to use the results of its work with regard to advertisements in all media as well as with regard to its own presentations in brochures, catalogues, websites, etc.

Article 18: Intellectual property rights

18.1 If the agreement (also) consists of the performance of one or more services, GM determines the manner in which the assignment is carried out and will make every effort to carry out the assignment carefully and independently, to represent the interests of the client to the best of its knowledge and to strive for a result that is useful to the client. To the extent necessary, GM will keep the client informed of the progress of the work.

18.2 The client is obliged to do all that is reasonably necessary or desirable to enable GM to carry out the assignment in a timely and correct manner, in particular by providing complete, sound and clear data or materials in a timely manner.

18.3 Before production, reproduction or publication is carried out, the parties must give each other the opportunity to check and approve the latest models, prototypes or proofs of the design. If GM, whether or not in the name of the client, is going to give orders or instructions to production companies or other third parties, the client must confirm its above-mentioned approval in writing at GM's request.

18.4 A deadline specified by GM for the completion of an assignment is indicative, unless the nature or content of the contract indicates otherwise. Even in the event of a specified period for the completion of an assignment, GM will only be in default after the client has given him notice of default by registered letter and failure to comply within the reasonable period specified in the notice of default.

18.5 Unless otherwise agreed, the execution of tests, the application for permits, permissions, deposits, the submission of required notifications and registrations, as well as the assessment of whether instructions or assignments

from the client comply with legal or applicable quality standards are not part of GM's assignment.

18.6 Complaints must be communicated to GM in writing as soon as possible, but in any event within ten working days after the client has reasonably become aware of any complaint-worthy action, but in any case within ten working days after completion of the assignment.

18.7 Assignments to third parties with regard to the assignment are given by or on behalf of, and at the expense and risk of the client. GM will remain available for oral consultations for the execution of that assignment - where necessary. At the request of the client, GM may, at the client's risk, act as an authorised representative. The parties may agree on a fee to be agreed upon for this.

18.8 GM considers all assignments from Principals to be given exclusively to GM, even if it is the explicit or implicit intention that an assignment will be carried out by a specific person. The effect of Article 7:404 of the Dutch Civil Code, which regulates the latter case, and the effect of Article 7:407(2), which establishes joint and several liability for cases in which an instruction has been given to two or more persons, is excluded.

18.9 The Client is obliged to make available to GM all documents that GM deems necessary for the correct execution of the assignment granted, in the desired form, in the desired manner and in a timely manner. GM determines what is meant by the desired form, manner and in a timely manner.

18.10 The Client indemnifies GM against damage resulting from incorrect or incomplete documents/information.

18.11 If GM is unable to carry out the assignment because the Client does not provide the necessary cooperation or otherwise the progress stagnates, the Client is in default and the Client is obliged to compensate GM for the damage suffered.

Article 19: Demo models

19.1 Unless otherwise agreed, GM will invoice the deliveries of demo models

the same as a regular order.

19.2 The return of demo models can only take place if GM has given written permission by means of the return procedure drawn up by GM. Crediting of the return will be made at the discretion of GM, where it is entitled to charge any costs that may be incurred to return the return to its original state of delivery.

19.3 Demo models must be requested within 30 days of return, unless otherwise agreed in writing with GM.

Article 20: Choice of law and competent court

20.1 The Agreement and these Terms and Conditions are governed by Dutch law. The applicability of the Vienna Sales Convention 1980 (CISG) is excluded.

20.2 All disputes arising as a result of the Agreement or these Terms and Conditions shall be adjudicated in the first instance by the competent court in Zwolle, the Netherlands.

Article 21: Publication

21.1 GM's Terms and Conditions can be downloaded in PDF format from its website (www.greenmouse.green) and will also be sent upon first request.

GreenMouse Terms & Conditions
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