

## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY (B2B) De ballen uit B.V.

Version: January 2026. These terms and conditions apply exclusively to B2B relationships.

### Article 1. Terms and Definitions

In these general terms and conditions of sale and delivery, the following terms shall have the following meanings, unless expressly stated otherwise:

- a) **De ballen uit B.V.:** the user of these general terms and conditions of sale and delivery, established at Jule Stynestraat 11 in Utrecht and registered in the Trade Register of the Chamber of Commerce under registration number 97283428;
- b) **Product:** the item supplied by De ballen uit B.V.;
- c) **Client:** the legal entity or natural person acting in the course of its profession or business who enters into an agreement with De ballen uit B.V., or who has received a quotation/offer from De ballen uit B.V., or with whom De ballen uit B.V. is in any form of legal relationship, or for whom De ballen uit B.V. performs any legal act;
- d) **Agreement:** the agreement between De ballen uit B.V. and the Client.

### Article 2. General

1. These general terms and conditions of sale and delivery apply to all legal relationships between De ballen uit B.V. and the Client, including all activities performed by De ballen uit B.V., and in particular the products as stated in the quotation.
2. The Parties may only deviate from these general terms and conditions of sale and delivery if such deviations have been expressly agreed in writing.
3. De ballen uit B.V. expressly rejects the applicability of any general terms and conditions used by the Client or by third parties, regardless of the purpose of such general terms and conditions used by the Client or by third parties.

### Article 3. Offers and Quotations

1. All quotations and offers made by De ballen uit B.V. are entirely non-binding.
2. Each quotation is based on delivery and performance under normal circumstances and on information, data, and documents as provided by the Client.
3. Obvious clerical errors, mistakes and/or inaccuracies on the website, in quotations, agreements or public publications of De ballen uit B.V. shall not be binding on De ballen uit B.V.
4. The prices stated in the quotation provided by De ballen uit B.V. to the Client are exclusive of VAT and other government levies, as well as any costs to be incurred in the context of the Agreement, including shipping costs and administrative costs, unless the quotation expressly states otherwise.
5. Offers or quotations do not apply to future orders unless expressly stated otherwise.
6. Offers, quotations and any other related documents remain the property of De ballen uit B.V. and may not be reproduced or made available to third parties without the consent of De ballen uit B.V.

### Article 4. Formation of the Agreement

1. The Agreement is concluded after both parties have signed the Agreement, after the Client has expressly agreed in writing or electronically to the offer and/or quotation of De ballen uit B.V., or after the Client has placed an order via the website of De ballen uit B.V.
2. If the Client has placed an order via the website of De ballen uit B.V., De ballen uit B.V. shall send the Client a confirmation of receipt of the order.

## **Article 5. Samples and Models**

If the Client has received a sample or model of a product, the Client may not derive any rights from it other than that it serves as an indication of the nature of the product, unless the parties have expressly agreed that the products to be delivered shall correspond with the sample or model.

## **Article 6. Consequences of Late Payment**

1. If the Client fails to make payment within the term stated on the invoice, the Client shall be in default by operation of law and shall owe the statutory commercial interest pursuant to Article 6:119a of the Dutch Civil Code to De ballen uit B.V.
2. When the Client is in default, the Client shall furthermore be liable to pay extrajudicial collection costs and any damages to De ballen uit B.V.
3. The collection costs shall be calculated in accordance with the Decree on Compensation for Extrajudicial Collection Costs.
4. If the Client does not pay on time, De ballen uit B.V. may suspend its obligations towards the Client until the Client has fulfilled its payment obligation.
5. In the event of liquidation, bankruptcy, attachment or suspension of payment on the part of the Client, the claims of De ballen uit B.V. against the Client shall become immediately due and payable.
6. If the Client refuses to cooperate with the performance of the Agreement by De ballen uit B.V., the Client shall still be obliged to pay the full agreed price to De ballen uit B.V.

## **Article 7. Right of Reclamation**

1. As soon as the Client is in default, De ballen uit B.V. shall be entitled to invoke the right of reclamation with regard to the unpaid products delivered to the Client.
2. De ballen uit B.V. shall invoke the right of reclamation by means of a written or electronic notification.
3. As soon as the Client has been informed of the invoked right of reclamation, the Client must immediately return the products to which this right relates to De ballen uit B.V., unless the parties expressly agree otherwise.
4. The costs for retrieving or returning the products shall be borne by the Client.

## **Article 8. Right of Suspension**

The Client waives the right to suspend the performance of any obligation arising from this Agreement, unless otherwise provided in these general terms and conditions of sale and delivery.

## **Article 9. Right of Retention**

1. De ballen uit B.V. may invoke its right of retention and, in that case, retain products belonging to the Client until the Client has paid all outstanding invoices owed to De ballen uit B.V., unless the Client has provided sufficient security for those costs.
2. The right of retention shall also apply on the basis of previous agreements from which the Client still owes payments to De ballen uit B.V.
3. De ballen uit B.V. shall never be liable for any damage that the Client may suffer as a result of exercising its right of retention.

## **Article 10. Set-off**

The Client waives its right to set off any debt owed to De ballen uit B.V. against any claim it has against De ballen uit B.V.

## **Article 11. Retention of Title**

1. De ballen uit B.V. shall remain the owner of all delivered products until the Client has fully complied with all its payment obligations towards De ballen uit B.V., including claims relating to failure in the performance of the Agreement.
2. Until the Client has fulfilled its obligation(s) referred to in paragraph 1, De ballen uit B.V. may at all times invoke its retention of title and reclaim the products.
3. Before ownership has passed to the Client, the Client may not pledge, sell, dispose of, or otherwise encumber the products.
4. If De ballen uit B.V. invokes its retention of title, the Agreement shall be deemed dissolved and De ballen uit B.V. shall be entitled to claim damages, loss of profit and statutory interest.

## **Article 12. Intellectual Property**

1. De ballen uit B.V. holds all intellectual property rights to all texts, images and designs on products of De ballen uit B.V. This also includes designs on products that have been created on behalf of the Client.
2. The Client is not permitted to copy or otherwise reproduce, imitate, trade, appropriate, disclose, exploit, create derivative forms of, or make available to third parties in any way the items referred to in paragraph 1.
3. The Client must fully and unconditionally respect the intellectual property rights on products of De ballen uit B.V. and act accordingly.
4. In the event that the Client acts in violation of the intellectual property rights of De ballen uit B.V., the Client shall be liable for all damage that De ballen uit B.V. suffers or will suffer in the future as a result thereof.
5. In the event that the Client observes that a third party infringes the intellectual property rights of De ballen uit B.V., the Client shall immediately notify De ballen uit B.V. thereof.

## **Article 12A. Sales via Online Marketplaces**

1. The Client is not permitted to offer or sell products of De ballen uit B.V. via open online marketplaces, including but not limited to platforms such as Bol.com, Amazon, eBay, Wish, Kaufland, Alibaba or similar international sales platforms, without the prior written consent of De ballen uit B.V.
2. Open online marketplaces shall mean: online sales platforms on which multiple independent sellers offer products via a shared platform, whereby the seller does not independently have control over the presentation, positioning and pricing of other sellers.
3. De ballen uit B.V. reserves the right to grant, refuse or withdraw permission for sales via such platforms at its sole discretion, in order to protect the positioning, brand value and distribution structure of its products.
4. If the Client acts in violation of this article, De ballen uit B.V. shall be entitled to:
  - a. immediately suspend the delivery of further products;
  - b. cancel ongoing orders;
  - c. and claim compensation for all damages resulting therefrom.
5. The Client is obliged to ensure that third parties to whom it resells the products also comply with this provision.

## **Article 12B. Recommended Retail Price**

1. De ballen uit B.V. may communicate a recommended retail price (RRP) for its products. This recommended price is not binding. The Client remains free to determine its own sales price. However, De ballen uit B.V. may take measures to protect its brand positioning if products are structurally offered below the market price.

## **Article 12C. Development, Designs and Production Moulds**

1. All designs, sketches, models, product developments, prototypes, moulds, drawings and other materials developed or produced by or on behalf of De ballen uit B.V. in the context of an assignment shall at all times remain the property of De ballen uit B.V., unless the parties have expressly agreed otherwise in writing.
2. Any costs paid by the Client for design, development, sampling, prototypes or production moulds shall not grant the Client any ownership rights to these designs, moulds or other development materials.
3. The Client is not permitted to have designs, moulds, prototypes or derivative products thereof produced by third parties or by other manufacturers without the prior written consent of De ballen uit B.V.
4. The Client is not entitled to independently produce, trade or exploit designs of De ballen uit B.V., whether modified or not, outside of De ballen uit B.V.
5. If the Client acts in violation of this article, the Client shall be liable for all damages suffered and to be suffered by De ballen uit B.V., including but not limited to loss of profit, development costs and reputational damage.

## **Article 12D. Resale and Distribution**

1. The Client is only entitled to sell the products of De ballen uit B.V. to end users via its own sales channels, unless otherwise agreed in writing. End users shall mean consumers or businesses who purchase the products for their own use and not with the intention of reselling them.
2. The Client is not permitted to resell the products of De ballen uit B.V. to resellers, wholesalers, distributors, trading platforms or other intermediaries without the prior written consent of De ballen uit B.V.
3. The Client is not permitted to offer or sell the products of De ballen uit B.V. with the intention that they will be resold by third parties.
4. The Client must ensure that the products are sold in a manner that is consistent with the positioning and appearance of the brand De ballen uit B.V.
5. If the Client acts in violation of this article, De ballen uit B.V. shall be entitled to:
  - a. immediately suspend the delivery of further products;
  - b. cancel ongoing orders;
  - c. and claim compensation for all damages resulting therefrom.

## **Article 12E. Seasonal Sales and Price Protection**

1. The products of De ballen uit B.V. largely consist of seasonal items that form part of a brand collection.
2. The Client undertakes to sell the products in a manner that is consistent with the positioning and appearance of the brand De ballen uit B.V.
3. The structural offering of products at extremely reduced prices, dumping prices or in sales promotions that negatively affect the market value or brand positioning of the products is not permitted.
4. If De ballen uit B.V. determines that products are being offered in a manner that harms the market value or reputation of the brand, De ballen uit B.V. shall be entitled to:
  - a. suspend further deliveries;
  - b. cancel ongoing orders;
  - c. and/or terminate the business relationship.
5. This article is solely intended to protect the brand positioning and distribution structure of De ballen uit B.V. and does not constitute a restriction on the Client's freedom to determine its own sales price.

## **Article 12F. Parallel Trade and Unauthorized Distribution**

1. The Client is not permitted to sell products of De ballen uit B.V. to parties of whom it can reasonably be expected that they will resell the products via other sales channels, marketplaces, outlets, traders or distributors.
2. The Client is not permitted to sell products of De ballen uit B.V. in bulk or as surplus stock to buyers, remainder stock traders, outlet companies or other resellers without the prior written consent of De ballen uit B.V.
3. The Client must take reasonable measures to prevent products of De ballen uit B.V. from being distributed, through resale, intermediaries or other forms of distribution, via sales channels that are not consistent with the positioning of the brand.
4. If De ballen uit B.V. determines that products appear on the market via unauthorized distribution channels, De ballen uit B.V. shall be entitled to:
  - a. suspend further deliveries;
  - b. cancel ongoing orders;
  - c. and/or terminate the business relationship with the Client.
5. The Client shall be liable for any damage suffered by De ballen uit B.V. as a result of a violation of this article.

## **Article 12G. Protection of Designs and Product Concepts**

1. The Client acknowledges that the products of De ballen uit B.V., including designs, styling, illustrations, concepts, product ideas and combinations of elements, form part of the creative and commercial identity of the brand De ballen uit B.V.
2. The Client is not permitted to, directly or indirectly, develop, have produced or trade products that are wholly or partially based on designs, concepts, styling or product ideas of De ballen uit B.V., regardless of whether these products are identical or merely strongly resemble them.
3. The Client is also not permitted to use designs or concepts of De ballen uit B.V. as a source of inspiration for the development of similar products with other manufacturers or suppliers.
4. This provision shall apply during the entire business relationship between the parties and for a period of three years after the last delivery.
5. If the Client acts in violation of this article, the Client shall be liable for all damage suffered or to be suffered by De ballen uit B.V. as a result thereof, including but not limited to loss of profit, reputational damage and legal costs.

## **Article 12H. Use of Visual Material and Brand Assets**

1. All photographs, product images, lifestyle images, packaging designs, texts, logos and other marketing materials of De ballen uit B.V. shall remain the property of De ballen uit B.V. and fall under the intellectual property rights of De ballen uit B.V.
2. The Client may use this visual material exclusively for the promotion and sale of original products of De ballen uit B.V.
3. The Client is not permitted to use photographs, product images, packaging, texts, logos or other brand assets of De ballen uit B.V. in combination with products that do not originate from De ballen uit B.V.
4. The Client is also not permitted to use marketing materials of De ballen uit B.V. for products that are similar to, or inspired by, the products of De ballen uit B.V.
5. If the Client acts in violation of this article, De ballen uit B.V. shall be entitled to:
  - a. suspend further deliveries;
  - b. cancel ongoing orders;
  - c. and/or claim compensation for all damages resulting therefrom.

## **Article 12I. Contractual Penalty**

If the Client acts in violation of the provisions of Articles 12, 12A up to and including 12H of these terms and conditions, the Client shall, without further notice of default, forfeit to De ballen uit B.V. an immediately due and payable penalty of €5,000 per violation, increased

by €500 per day that the violation continues, without prejudice to the right of De ballen uit B.V. to claim full compensation for damages.

### **Article 13. Delivery**

1. Delivery shall take place while stocks last and on the basis of availability.
2. Delivery shall take place at De ballen uit B.V., unless the parties have agreed otherwise.
3. Delivery of products ordered online shall take place at the address specified by the Client.
4. If the amount or amounts stated in the invoice are not paid, not fully paid, or not paid on time, De ballen uit B.V. shall have the right to suspend its obligations towards the Client until the Client has fully complied with its payment obligation.
5. In the event of late payment, there shall automatically be creditor default, with the result that the Client cannot hold De ballen uit B.V. liable for late delivery.

### **Article 14. Delivery Time**

1. The delivery times stated by De ballen uit B.V. are indicative and do not entitle the Client to dissolution or compensation in the event of exceeding such delivery times, unless the parties have expressly agreed otherwise in writing.
2. The delivery period shall commence at the moment the Client has fully completed the (electronic) ordering process and has received an (electronic) confirmation thereof from De ballen uit B.V.
3. Exceeding the stated delivery time does not entitle the Client to compensation, nor to terminate the Agreement, unless the parties have agreed otherwise.

### **Article 15. Actual Delivery**

The Client must ensure that the actual delivery of the products ordered by the Client can take place in a timely manner.

### **Article 16. Delivery of Goods Made to Order**

1. The Client is obliged to accept the goods produced by De ballen uit B.V. on its behalf.
2. If goods have not been accepted by the Client after the expiry of the delivery period, they shall remain at the disposal of De ballen uit B.V. Goods not accepted shall be stored at the expense and risk of the Client. De ballen uit B.V. may at all times exercise its rights under Article 6:90 of the Dutch Civil Code.

### **Article 17. Delivery on Call**

If the Client has agreed with De ballen uit B.V. on delivery on call, and the Client, without being entitled to do so, has not accepted the goods within the agreed period, or in the absence of an agreed period within 3 (three) months after notification of readiness, De ballen uit B.V. may proceed to cancel or terminate the Agreement concluded with the Client, without De ballen uit B.V. being or being held liable for any compensation, and without prejudice to the right of De ballen uit B.V. to recover from the Client all damages suffered or to be suffered as a result thereof, which the Client is obliged to compensate to De ballen uit B.V.

### **Article 18. Delivery and Transfer of Risk**

The risk of loss, damage or depreciation of a product shall pass to the Client at the moment the product is placed under the control of the Client.

## **Article 19. Transport Costs**

Transport costs shall be borne by the Client, unless the parties agree otherwise in writing.

## **Article 20. Packaging and Shipment**

1. If the packaging of a delivered product is opened or damaged, the Client must, before accepting the product, have a note made of this by the carrier or delivery person, failing which De ballen uit B.V. cannot be held liable for any damage.
2. If the Client arranges transport of a product itself, it must report any visible damage to the products or the packaging to De ballen uit B.V. prior to transport, failing which De ballen uit B.V. cannot be held liable for any damage.
3. Minor damage to packaging that does not affect the quality or usability of the product shall not constitute grounds for refusing delivery or submitting a complaint.

## **Article 20A. Price Adjustments Due to External Costs**

1. The prices stated by De ballen uit B.V. are based on the cost factors applicable at the time of the offer or order confirmation, including but not limited to raw materials, production, transport, fuel, container and logistics rates, exchange rates, import duties and other levies.
2. If, after the conclusion of the Agreement but prior to delivery, one or more of these cost factors increase as a result of external circumstances, including but not limited to increases in oil or fuel prices, transport or container costs, exchange rate fluctuations, government measures, trade restrictions, international conflicts, pandemics or other unforeseen circumstances, De ballen uit B.V. shall be entitled to pass on these cost increases, in whole or in part, to the Client.
3. Such a price adjustment shall not entitle the Client to cancel, terminate or amend the Agreement.

## **Article 20B. Cancellation of Orders**

1. Placed orders are binding.
2. Cancellation by the Client is only possible with the prior written consent of De ballen uit B.V.
3. If De ballen uit B.V. agrees to cancellation, De ballen uit B.V. shall be entitled to charge the Client for all costs already incurred, including but not limited to production, design, transport, storage and administrative costs.
4. Cancellation of specially produced, personalized or seasonal products is excluded after order confirmation.

## **Article 20C. Seasonal Products and Stock**

1. The products of De ballen uit B.V. are largely seasonal and are produced in limited quantities.
2. Delivery of repeat orders is subject to available stock.
3. De ballen uit B.V. cannot guarantee that products will be available again within the same season after being sold out.
4. The unavailability of products does not entitle the Client to compensation or termination of the Agreement.

## **Article 21. Storage**

1. If the Client takes delivery of ordered products later than the agreed delivery date, the risk of any loss of quality shall be entirely borne by the Client.
2. Any additional costs resulting from early or late collection of products shall be entirely borne by the Client.

## **Article 21A. Loan and Display Products**

1. If De ballen uit B.V. makes products available to the Client for styling, presentation, display, promotional purposes, photoshoots, events or other temporary uses, this shall be exclusively on a loan basis, unless the parties agree otherwise in writing.
2. All products provided on loan shall at all times remain the property of De ballen uit B.V.
3. The Client is obliged to handle the products with care and to use them exclusively for the agreed purpose.
4. The Client shall be liable for loss, damage or breakage of the products provided on loan during the period in which they are under its control.
5. Unless otherwise agreed in writing, the products must be returned in good condition upon first request of De ballen uit B.V., or at the latest within the period set by De ballen uit B.V.
6. If the products are not returned on time, or if products have been damaged or lost, De ballen uit B.V. shall be entitled to invoice the Client for the relevant products at the applicable sales price at that time.
7. The costs of transport, return shipment and any insurance of loaned products shall be borne by and at the risk of the Client, unless the parties agree otherwise in writing.

## **Article 22. Warranty**

1. The warranty with respect to products shall only apply to defects caused by faulty manufacturing, construction or materials.
2. The warranty shall not apply in the case of normal wear and tear or damage resulting from accidents, modifications made to the product, negligence or improper use by the Client, as well as when the cause of the defect cannot be clearly determined.
3. The risk of loss, damage or theft of the products that are the subject of an Agreement between the parties shall pass to the Client at the moment they are legally and/or actually delivered, or otherwise come under the control of the Client or of a third party who receives the product on behalf of the Client.
4. The warranty period shall commence at the moment of delivery of the product to the Client.
5. The products of De ballen uit B.V. are largely handmade. Minor differences in colour, finish, shape, painting or details between products or in comparison to images, samples or previous deliveries are inherent to the production process and shall not constitute a defect within the meaning of the Agreement.

## **Article 23. Indemnity**

The Client shall indemnify De ballen uit B.V. against all claims from third parties related to the products and/or services supplied by De ballen uit B.V.

## **Article 24. Complaints**

1. The Client must inspect a product delivered or service provided by De ballen uit B.V. as soon as possible for any shortcomings.
2. If a delivered product or service does not meet what the Client could reasonably expect from the Agreement, the Client must notify De ballen uit B.V. thereof in writing as soon as possible, but in any case within 8 calendar days after discovering the shortcomings.
3. In the written notification as referred to in paragraph 2, the Client must provide as detailed a description as possible of the shortcoming, so that De ballen uit B.V. is able to respond adequately.
4. The Client must demonstrate that the complaint relates to an obligation under the Agreement between the parties.
5. If a complaint relates to an obligation under the Agreement, the complaint shall in any event not result in De ballen uit B.V. being obliged to perform obligations other than those already agreed between the parties.

6. In view of the fragility of glass ornaments and other breakable products, the following additional provisions shall apply:
  - a. Visible transport damage must be reported immediately to the carrier upon receipt of the delivery and must be recorded on the consignment note or delivery receipt.
  - b. Any transport damage or breakage must be reported in writing to De ballen uit B.V. no later than 72 hours after receipt of the delivery, stating the order or invoice number and including clear photographs of:
    - the damaged product
    - the inner packaging
    - the outer packaging
  - c. If damage is not reported within this period, the delivery shall be deemed to have been received in good condition and the right to replacement, compensation or credit shall lapse.
  - d. Breakage or damage occurring after delivery, including during storage, presentation, transport by the Client or sales activities, shall be entirely at the risk of the Client.

#### **Article 24A. Returns and Seasonal Products**

1. The products supplied by De ballen uit B.V. largely consist of seasonal items.
2. Returns are only permitted with the prior written consent of De ballen uit B.V.
3. Unsold products cannot be returned after delivery, unless the parties have expressly agreed otherwise in writing.
4. In particular, the return of seasonal products after the end of the relevant sales season is excluded.
5. If De ballen uit B.V. agrees to a return, the products must be returned unused, undamaged and in their original packaging within the period set by De ballen uit B.V.
6. All return costs shall be borne by and at the risk of the Client, unless agreed otherwise in writing.

#### **Article 25. Notice of Default**

1. The Client must notify De ballen uit B.V. of any notice of default in writing.
2. It is the responsibility of the Client to ensure that a notice of default actually reaches De ballen uit B.V. (in a timely manner).

#### **Article 26. Joint and Several Liability of the Client**

If De ballen uit B.V. enters into an Agreement with multiple Clients, each of them shall be jointly and severally liable for the full amounts they owe to De ballen uit B.V. under that Agreement.

#### **Article 27. Liability of De ballen uit B.V.**

1. De ballen uit B.V. shall only be liable for damage suffered by the Client if such damage is the direct result of an attributable failure in the performance of the Agreement.
2. If De ballen uit B.V. is liable for any damage, it shall only be liable for direct damage arising from or related to the performance of an Agreement.
3. De ballen uit B.V. shall not be liable in any way for indirect damage. This shall in any case include, but is not limited to: consequential damage; loss of profit; lost savings; damage to third parties.
4. If De ballen uit B.V. is liable, such liability shall be limited to the amount paid out under a (professional) liability insurance policy, and in the absence of (full) payment

by an insurance company, liability shall be limited to the (part of the) invoice amount to which the liability relates.

5. All images, photographs, colours, drawings and descriptions on the website or in a catalogue are indicative only, are approximate and cannot give rise to compensation and/or (partial) termination of the Agreement and/or suspension of any obligation.

#### **Article 28. Limitation Period**

Any right of the Client to claim damages from De ballen uit B.V. shall in any event expire 12 months after the event from which the liability directly or indirectly arises. This does not exclude what is provided for in Article 6:89 of the Dutch Civil Code.

#### **Article 29. Right of Termination**

1. The Client has the right to terminate the Agreement if De ballen uit B.V. is culpably in breach of its obligations, unless such breach, given its special nature, minor significance or a reason stated in these general terms and conditions, does not justify termination.
2. If the performance of the obligations under the Agreement by De ballen uit B.V. is not permanently or temporarily impossible, termination of the Agreement may only take place after De ballen uit B.V. is in default.
3. De ballen uit B.V. has the right to terminate the Agreement with the Client if the Client does not fully or timely fulfil its obligations under the Agreement, or if De ballen uit B.V. becomes aware of circumstances that give it good reason to fear that the Client will not be able to properly fulfil its obligations.

#### **Article 30. Force Majeure**

1. Force majeure shall mean any circumstance on the basis of which full, partial or further performance of the Agreement by De ballen uit B.V. cannot reasonably be required.
2. Force majeure shall in any case include, but is not limited to: data loss due to a computer malfunction; virus infection of the computer system; theft of a computer; machine breakdown or other calamities that hinder or limit the business operations of De ballen uit B.V.; failure or late delivery of products to De ballen uit B.V. by its suppliers; import and export bans; fires; disruptions; accidents within the company of De ballen uit B.V.; measures imposed by any domestic, foreign or international government; wars; natural disasters; illness of the natural person responsible on behalf of De ballen uit B.V. for the execution of the Agreement with the Client.
3. Force majeure shall also include a non-attributable failure of suppliers of De ballen uit B.V.
4. If force majeure prevents De ballen uit B.V., in whole or in part, from fulfilling its obligations under the Agreement towards the Client, De ballen uit B.V. shall be entitled, without judicial intervention, to consider the delivery of the products or the Agreement to be wholly or partially terminated, without De ballen uit B.V. being obliged to compensate any damage suffered by the Client.
5. If De ballen uit B.V. has already partially fulfilled its obligations under the Agreement towards the Client at the time the force majeure occurs, De ballen uit B.V. shall be entitled to invoice the relevant obligations separately. In that case, the Client shall be obliged to pay such invoice within the stated term.

#### **Article 31. Amendment of the Agreement**

If, after the conclusion of the Agreement, it appears necessary to amend or supplement its content for its execution, the parties shall timely adjust the Agreement accordingly in mutual consultation.

### **Article 32. Amendment of the General Terms and Conditions of Sale and Delivery**

1. De ballen uit B.V. is entitled to amend or supplement these general terms and conditions of sale and delivery.
2. Changes of minor importance may be made at any time.
3. Substantial changes will, as far as possible, be discussed in advance with the Client.

### **Article 33. Transfer of Rights**

1. The Client's rights under an Agreement between the parties may not be transferred to third parties without the prior and explicit written consent of De ballen uit B.V.
2. This provision shall have effect as a clause with proprietary effect as referred to in Article 3:83 paragraph 2 of the Dutch Civil Code.

### **Article 34. Consequences of Invalidity or Annulment**

1. If one or more provisions of these general terms and conditions of sale and delivery prove to be invalid or voidable, this shall not affect the validity of the remaining provisions of these general terms and conditions of sale and delivery.
2. A provision that is invalid or voidable shall in that case be replaced by a provision that most closely reflects what De ballen uit B.V. intended when drafting these general terms and conditions of sale and delivery on that specific point.

### **Article 35. Governing Law and Competent Court**

1. These general terms and conditions of sale and delivery and any Agreement between the parties shall be governed exclusively by Dutch law.
2. The Dutch court in the district where De ballen uit B.V. is established shall have exclusive jurisdiction to hear any disputes between the parties, unless mandatory law provides otherwise.

### **Article 36. Applicability of the General Terms and Conditions of Sale and Delivery**

These general terms and conditions of sale and delivery were originally established on 1 January 2021 and were last amended in January 2026.