General Terms and Conditions of:

Cards Unlimited B.V. Cruquiuszoom 25-27 2142 EW Cruquius The Netherlands

Chamber of Commerce No.: 34209332

(AS 130-24)

Article 1: Applicability - definitions

- 1. These General Terms and Conditions apply to any offer from us and to all our agreements of assignment and sale we conclude with you.
- 2. If (a part of) a provision is void or annulled, the other provisions of these General Terms and Conditions remain in force.
- 3. In the event of a deviation between these General Terms and Conditions and a translation hereof, the Dutch text applies.
- 4. These General Terms and Conditions also apply to repeat or partial orders, follow-up or partial assignments.
- 5. All provisions in these General Terms and Conditions have been written for both our corporate principals and purchasers and for consumers. We use the term "consumer" when a provision contains a deviation or addition which applies only to consumers. A <u>"consumer"</u> is a natural person not acting in the pursuit of his professional or commercial activity. This means that you are only a "consumer" if you do business with us <u>privately</u>.
- 6. We also use the following terms in these General Terms and Conditions:
 - a. <u>offer</u>: any offer from us, whether or not in the form of a written quotation;
 - b. <u>in writing</u>: by letter, by e-mail or any other form of communication that can be equated with this, such as WhatsApp messages;
 - c. <u>documents</u>: both physical and digital documents, for example sketches, drawings, designs, pictures and suchlike to be created or provided by you or us;
 - d. <u>information</u>: both the aforementioned documents and other (oral) data;
 - e. <u>assignment</u>: an assignment for the whether or not periodically design and/or manufacturing of printed matter and associated work or services;
 - f. <u>printed matter</u>: for example flyers, brochures, correspondence paper, business cards and suchlike;
 - g. <u>items</u>: items to be delivered by us. This concerns both printed matter including the materials or raw materials required for this and items to be delivered separately, such as paper.

Article 2: Offer - prices

- 1. Unless we state a period of validity in or for our offer, this concerns an offer without obligation. We may still withdraw an offer without obligation within a period of no more than 2 working days after receipt of your acceptance.
- 2. A composite offer does not oblige us to deliver part of the offered performance or items against a corresponding part of the price.
- 3. If we base our offer on your information and this information appears to be incorrect or incomplete or should change at a later date, we may adjust the quoted prices and/or periods accordingly.
- 4. Our offer and our prices do not automatically apply to repeat orders or new assignments.
- 5. Examples of printed matter that are displayed or provided to you, specifications of colours, paper quality or -structures and descriptions in brochures, promotional material or on our website are as accurate as possible but are only intended as a guide. You cannot derive any rights from these.

- 6. The examples provided remain our property. You shall return these to us as soon as we ask you to. The costs of returning are at your expense.
- 7. If we incur costs for the benefit of our offer, we may pass on these costs to you. We will then inform you in advance.
- 8. Our prices stated in an offer or pricelist do not include BTW (Dutch VAT) and possible costs, such as transport or shipping costs, costs for packaging and expense claims of third parties engaged.
- 9. In the event of urgent assignments we may calculate a surcharge on top of the usual or agreed price.
- 10. If, after concluding the agreement, we are faced with (cost) price increasing circumstances, we may adjust the prices agreed with you accordingly. (Cost) price increasing circumstances in any case include changes in legislation and regulations, government measures (for example levies on raw materials or residual materials), currency fluctuations, changes in shipping costs and price changes of the required materials or raw materials or changes in rates of third parties engaged.
- 11. Also aspects like extra laborious texts, unclear copy, texts or drawings, unforeseeable processing difficulties (for example of materials delivered by you), a defective or incomplete delivery of the information required for the assignment, changes desired by you in for printed matter agreed specifications and suchlike, may be a reason for an adjustment of the agreed price.
- 12. Are you a <u>consumer</u> and does it concern a price change within 3 months after the conclusion of the agreement? In this case, you may terminate the agreement within 5 working days after our notice of the change. Termination takes place by means of a written statement addressed to us.
- 13. In the case of continuing performance agreements, we may annually implement a regular price increase and pass it on to you. We will inform you no later than one month before the commencement date of the increase.

Article 3: Conclusion of the agreement

- 1. The agreement shall be concluded after you have accepted our offer, for example by placing an order with us or agreeing to our quotation. If your acceptance deviates from the offer, the agreement shall only be concluded after we have accepted the deviations in writing.
- 2. We are only bound by:
 - a. an assignment or order without prior offer thereto;
 - b. oral arrangements;

c. additions to or changes of the General Terms and Conditions or the agreement; after we have confirmed this to you in writing, or as soon as we - without your objection - have started the execution of the assignment, order or arrangements.

- 3. For an assignment you clearly state in writing the nature, content and scope of the assignment. You also clearly notify us in writing of changes to an assignment already provided.
- 4. <u>Please note</u>: we are only bound by the terms explicitly agreed upon with you. This means that we are only obliged to carry out the work and provide the deliveries as described in the offer you accepted or as we may expressly agree upon with you at a later stage. In this context, we strongly recommend that you carefully review our offer. Do you have any questions or are you uncertain whether something is included in this offer? If so, please contact us. This can help avoid misunderstandings and/or potential disappointments on your part later.

Article 4: Engaging third parties

We may have carried out deliveries and work by third parties.

Article 5: Your obligations

- 1. You will ensure that:
 - a. you provide us with all information and specifications required for the execution of the agreement on time, such as pictures, logos, colours or colour numbers, typefaces and suchlike;

- we have timely access to any materials to be delivered by you, including an additional quantity required for the relevant assignment for proofs, preliminary sheets, rejects and suchlike;
- c. you inform us if these materials have undergone a pre-process or (can) pose problems, health risks and suchlike during the printing or processing;
- d. information carriers, files and suchlike provided to us are free from viruses and defects.
- 2. You guarantee that the information provided to us is correct and complete and indemnify us against claims by third parties arising from the inaccuracy or incompleteness of this information.
- 3. Do you fail to meet the aforementioned obligations or your other obligations under the agreement or these General Terms and Conditions (on time)? In this case, we may suspend the execution of the agreement until you have fulfilled your obligations. The costs and other consequences (for example damage) arising from this shall be at your expense and risk.
- 4. If you do not fulfil your obligations and we do not require immediate compliance, this does not affect our right to request compliance from you at a later time.

Article 6: Confidential information

- 1. We shall keep secret all information we receive from or about you during the conclusion and execution of the agreement. We only provide this information to third parties insofar as this is necessary for the execution of the agreement.
- 2. We take all reasonable precautionary measures in order to keep secret of this information. The obligation of confidentiality also applies to our employees and third parties who are involved in the execution of the agreement under our responsibility.
- 3. We process information covered by the GDPR (General Data Protection Regulation) in accordance with the GDPR and report any infringements on the security of the information also in accordance with the GDPR.
- 4. The obligation of confidentiality does not apply if we as a result of legislation and/or regulations or a judicial decision have to disclose the information and cannot invoke a legal or a court-permitted right of non-disclosure. This exception also applies to the employees and third parties as referred to in paragraph 2.

Article 7: Risk of information storage

- 1. We keep all information received from you during the execution of the agreement. We store this information in a careful manner and if applicable in accordance with the GDPR (General Data Protection Regulation).
- 2. We take all reasonable measures to prevent loss of or unwanted access to this information (for example due to viruses, technical failures, cybercrime and suchlike). However, we are never liable for damage you suffer as a result of the loss or destruction of this information, unless:
 - a. the damage is due to our intent or conscious recklessness;
 - b. liability arises from the GDPR.
- 3. Unless we agree otherwise, you will always keep the original or a copy or backup of the information provided to us.

Article 8: Delivery - periods - progress and execution of the agreement

- 1. We make every effort to deliver the agreed performance or items on time, but agreed periods are never deadlines. Do we fail to fulfil our obligations (on time)? In this case, you must grant us a reasonable period for compliance in a written notice of default.
- 2. If there is a delay at the start, progress or completion of the assignment or the delivery of items due to the fact that:
 - a. we do not receive all the necessary information or materials from you on time;
 - b. we do not receive an agreed (advance) payment from you on time;
 - c. there are other circumstances that are at your expense and risk;

we are entitled to a reasonable extension of the agreed period and to compensation of the costs and damage involved, such as possible waiting hours.

- 3. Do we speed up the execution of the assignment or order at your request? In this case, we may pass on the overtime hours and other costs involved to you.
- 4. We may execute the agreement in parts and invoice each partial delivery or -performance separately or periodically. We may suspend the execution of parts that belong to a following phase until you have approved of the results of the previous phase. The resulting costs and damage are at your expense.
- 5. The risk of items to be delivered transfers to you as soon as the items leave our premises or site or when we inform you that you can collect the items.
- 6. Dispatch or transport of the items is at your expense and risk. We are not liable for damage related to the dispatch or the transport.
- 7. Are you a <u>consumer</u>? In this case, the risk of the items transfers to you once you or a third party designated by you receive(s) the items. Do you appoint a carrier yourself? In this case, the risk transfers to you once this carrier receives the items. Dispatch or transport is at your expense.
- 8. We may store the items ordered and the materials or raw materials purchased for an assignment at your expense and risk if we are unable to deliver the performance or items to you in the agreed manner or if you do not collect the items and the cause of this lies in your risk area. We will give you a reasonable period within which you still give us the opportunity to deliver the performance or the items or you still collect the items.
- 9. Do you fail to fulfil your obligations after this reasonable period? In this case you are immediately in default. We may fully or partially terminate the agreement by means of a written statement addressed to you , deliver the items ordered and the materials or raw materials purchased to third parties and destroy documents and printed matter already manufactured, without us having to compensate your possible damage, interest and costs. This does also not affect our right for compensation of our (storage) costs, damage and loss of profit or our right to still ask from you compliance.
- 10. If applicable, we will point out to you imperfections, errors, failures, any problems and suchlike in or at the by or on your behalf:
 - a. information provided;
 - b. prescribed or desired techniques, working methods and suchlike;
 - c. given directions;
 - d. made available or prescribed materials;

insofar as these imperfections, errors, failures, problems and suchlike are relevant for our performance and we are aware of this or can reasonably be aware of this.

- 11. We also inform you about the consequences for agreed prices and periods:
 - a. in the event of changes desired by you in an assignment or order;
 - b. if it appears during the execution of the agreement that we cannot execute it in the agreed manner due to unforeseen circumstances. We will consult with you about a possible modified execution. Do the aforementioned circumstances make the execution impossible? In this case, we are in any case entitled to full compensation for any work and deliveries already carried out and any costs incurred by us.
- 12. We shall agree additional and reduced work in writing with you. We are only bound by oral arrangements after we have confirmed these to you in writing or as soon as we without your objection have started with the execution of these arrangements. Additional work in any case concerns all extra work and deliveries arising at your request or necessarily arising from the execution of the assignment, which work and deliveries (has) have not been included in the offer or your assignment. We may pass on the costs involved to you separately.
- 13. Unless we agree otherwise, more or less deliveries compared to the agreed number are allowed if these more or less deliveries remain within the following margins:
 - a. a deviation of 10% in case of numbers or print runs up to 20,000 units;
 - b. a deviation of 5% in case of numbers or print runs of 20,000 or more units.

We will charge you for more or less delivered numbers respectively we will settle them against the agreed price.

14. You will check printer's proofs, drafts and suchlike we submit to you and give your reaction to this as soon as possible. If necessary, we will adjust the printer's proof or draft and submit this to you again for approval. We may ask you to give us a written approval. Unless we agree otherwise, we may charge at your request manufactured printer's proofs, drafts and suchlike separately. If we still have to change approved printer's proofs, drafts and suchlike, this shall count as additional work and we may also pass on to you the additional resulting costs.

Article 9: Complaints

- 1. You shall check the delivered items immediately after receipt and report any visible damages, errors, deviations in numbers and colours and suchlike on the consignment note or accompanying note. In the absence of a consignment note or an accompanying note, you report these complaints to us in writing within 2 working days after receipt. Do you fail to report these complaints on time? In this case, the items are deemed to have been received by you in good condition and to have been delivered in accordance with the agreement.
- 2. You report other complaints about the items delivered in writing to us immediately after discovery, but no later than within the agreed (warranty) period. All consequences of not reporting immediately are at your risk.
- 3. Do you fail to report a complaint on time? In this case, you cannot invoke on given guarantees.
- 4. Complaints do not suspend your payment obligations.
- 5. The previous paragraph does not apply to <u>consumers</u>.
- 6. You will give us the opportunity to investigate the complaint and provide us with all relevant information, for example photos of the facts observed by you. Do the items need to be returned for the investigation? In this case, this is at your expense, unless your complaint proves to be justified afterwards. You always bear the dispatch- or transport risk.
- 7. Returning of the items always takes place in consultation, in a manner to be determined by us and, if possible, in the original packaging or deposit packaging.
- 8. No complaints are possible about:
 - a. minor colour deviations between manufactured printed matter and suchlike and the colours as shown in (digital) printer's proofs or as shown on monitors. These colours can always deviate to a certain extent. The colour can also depend on the printing technique used and the substrate (such as the type of paper on which the print is to be made);
 - b. imperfections in or characteristics of items delivered which are inherent to the nature of the materials or raw materials from which the items are made;
 - c. minor deviations in specified quality, grammage, colours, structures and suchlike of paper, whether or not these deviations are mutual;
 - d. errors in already approved printer's proofs, documents and suchlike;
 - e. items that have been treated of processed by you after receipt.
- 9. In case of a justified complaint we have the choice of a free replacement or correction of the items or to still free of charge and in the correct manner execute the agreed assignment or a refund of or a discount on the agreed price. If there is any additional damage, the provisions set out in the Liability Article apply.
- 10. Are you a <u>consumer</u>? In this case, you may always choose for free replacement or correction of the items or to still free of charge and in the correct manner execute the assignment, unless this cannot reasonably be asked of us. In the latter case, you may terminate the agreement by means of a written statement addressed to us or ask a discount on the agreed price.

Article 10: Guarantees

- 1. We will execute the assignment or order properly and in accordance with the standards applicable in our industry, but will give no further guarantee than we expressly agree with you.
- 2. During the warranty period we guarantee the usual quality and reliability of the items delivered.
- 3. When using the materials or raw materials required for an assignment such as paper, ink and suchlike we base on the information from the manufacturer or our supplier about its

characteristics. Does the manufacturer or supplier provide a warranty for these materials or raw materials or for the items delivered? In this case, this warranty applies between us in the same way. We inform you about this. In any case, our warranty then will never extend beyond the manufacturer's or supplier's warranty.

- 4. When using materials supplied by you, we do not guarantee characteristics such as adhesion, shine, colour, light or colour fastness, resistance to wear and suchlike if you do not inform us at the latest when entering into the agreement about the executed pre-processing's or applied surface processing's of these materials.
- 5. Do you want to use the delivered items for another purpose or in a different manner than usual? Or do you want us to use or process the materials or raw materials required for an assignment in a different manner than usual? In this case, we only guarantee that the items, materials or raw materials are suitable for this if we confirm so in writing to you.
- 6. You cannot invoke the given guaranties until you have paid the price agreed for the order or the assignment.
- 7. The previous paragraph does not apply to <u>consumers</u>.

Article 11: Liability

- 1. We accept no liability other than the results or quality requirements expressly agreed with you or guaranteed by us.
- 2. We are only liable for direct damage. Any liability for consequential damage such as trading losses, loss of profit and losses sustained, damage caused by delay, personal or bodily injury is expressly excluded.
- 3. You take all necessary measures to prevent or limit the damage.
- 4. If we are liable, our obligation for compensation is at all times limited to the maximum amount paid out by our insurer where appropriate. Is no payment provided or is the damage not covered by an insurance taken out by us? In this case, our obligation for compensation is limited to the maximum invoice amount for the delivered items or the assignment executed.
- 5. In the case of continuing performance agreements, our obligation for compensation is limited to the invoice amount due for the last 3 months or periods, if our insurer does not pay out or the damage is not covered by our insurance.
- 6. All your claims for compensation for damage suffered expires in any case 6 months after you became aware of or could have become aware of the damage you have suffered and could therefore have held us liable for this.
- 7. By way of deviation from the previous paragraph, a period of 1 year applies to <u>consumers</u>.
- 8. Do we carry out the work or deliveries on the basis of the information provided by or on your behalf? In that case, we are not responsible for the content, correctness and completeness of this information, but only for the correct processing of the information within the framework of the assignment or order.
- 9. Do you make materials available for processing? In this case, we are responsible for a correct processing but not for the reliability of these materials or for the effect that these materials have on the final result.
- 10. Moreover, we are not liable for decomposition, sticking, staining, changes to shine or colour or damage during or after the processing of the materials provided by you, if these materials have been pre-treated for example by applying a lacquer, varnish, or an anti-staining powder.
- 11. We are not liable and you cannot make a claim under the applicable warranties if the damage is caused by:
 - a. your improper use, use contrary to the purpose for which the items delivered were intended or use contrary to the directions, advices and suchlike provided by or on our behalf;
 - b. your incompetent safekeeping (storage) of the items, for example storing printed matter in a damp room;
 - c. errors, incompleteness, failures and suchlike in the information or materials provided to us by or on your behalf;
 - d. your instructions or directions;

- e. or as a result of a choice you have made which deviates from our advice or what is usual;
- f. or because you have or a third party on your behalf has carried out changes or adjustments to the delivered items.
- 12. We are also not liable and you cannot make a claim under the applicable warranty if you do not always give us the opportunity to resolve your complaint within a reasonable period of time, before engaging a third party or (for example) carrying out (repair) work yourself, such as correcting or replacing delivered printed matter.
- 13. In these situations listed in paragraphs 11 and 12 you are fully liable for the damage arising from this and you indemnify us against claims from third parties.
- 14. The limitations of liability stated in this article do not apply if the damage is due to our intent or conscious recklessness or if the limitations violate mandatory legal provisions. We shall only indemnify you against third-party claims in these cases.

Article 12: Payment

- 1. We may request you a (partial) advance payment or other security for payment at all times.
- 2. Unless we agree otherwise, you pay within an expiry period of 14 days after the invoice date. The invoice shall be considered correct if you do not object within this payment period.
- 3. Did you not pay (in full) within the payment period? You then owe us the current statutory commercial interest (in accordance with Article 6:119a of the Dutch Civil Code).
- 4. For <u>consumers</u>, we charge the current statutory interest for consumers (in accordance with Article 6:119 of the Dutch Civil Code).
- 5. If your payment is still not forthcoming after notice was given, we may also charge you the extrajudicial collection costs of 15% of the invoice amount with a minimum of € 40.00.
- 6. In case of a notice we give <u>consumers</u> at least a period of 14 days after receipt of this notice to still pay. If payment is not forthcoming again, the extrajudicial collection costs for the consumer shall be:
 - a. 15% of the amount of the principal for the first € 2,500.00 of the claim (with a minimum of € 40.00);
 - b. 10% of the amount of the principal over the next \in 2,500.00 of the claim;
 - c. 5% of the amount of the principal over the next \in 5,000.00 of the claim;
 - d. 1% of the amount of the principal over the next € 190,000.00 of the claim;
 - e. 0,5% on any amounts above the principal.
 - All this with an absolute maximum of \in 6,775.00.
- 7. For the calculation of the extrajudicial collection costs we may, after 1 year, increase the principal of the claim by the default interest accrued in that year.
- 8. Is your payment not forthcoming? In this case, we may terminate the agreement by means of a written statement addressed to you or suspend our obligations under the agreement until you still pay or provide us with appropriate security. We already have this right of suspension before you default on your payment if we already have legitimate reasons to doubt your creditworthiness.
- 9. We initially deduct payments received from all interest and costs due and subsequently from invoices which have been due and payable the longest, unless you state in writing with the payment that it concerns a later invoice.
- 10. You may not set off our claims against any counterclaims that you believe to have on us. This also applies if you apply for a (temporary) suspension of payments or are declared bankrupt.
- 11. The previous paragraph does not apply to <u>consumers</u>.
- 12. What if there is a continuing performance agreement for example for periodic publications and your (full) payment is not forthcoming? In this case, we give you a written notice of default and will give you a reasonable period to still pay. Does your payment arrear 3 months or 3 periods, or more? In this case, we may terminate the agreement by means of a written statement addressed to you or suspend our obligations under the agreement until you have still paid or give us a proper security for this. We will inform you of an intended suspension or dissolution in a

timely fashion. All damage you or we suffer as a result and any costs of resuming our work or deliveries will be at your expense.

Article 13: Retention of title

- 1. All items that we deliver to you remain our property until you have met all your payment obligations.
- 2. These payment obligations do not only concern the purchase price of the items, but also our claims:
 - a. for work carried out related to the delivery;
 - b. due to an attributable shortcoming of you such as compensation, extrajudicial collection costs, interest, and possible penalties.
- 3. If we deliver identical, non-individualised items to you (for example multiple batches of the same product), the batch belonging to the oldest invoice or invoices is always deemed to have been used first by you. This means that the retention of title in any case always rests on all items delivered that are still (unused) in your stock or building the moment we invoke our retention of title.
- 4. You may not pledge the items subject to a retention of title or bring these under the actual control of a financier.
- 5. You will inform us immediately if third parties claim that they have the ownership- or other rights to the items.
- 6. As long as you are in the possession of the items, you will carefully store them and as our identifiable property.
- 7. You arrange such a business insurance or contents insurance that the items delivered subject to a retention of title are co-insured. Upon our request, you provide us access to the insurance policy and associated premium payment receipts.
- 8. Do you act in violation of this article or do we invoke our retention of title for any other reason? In this case, we or our employees are allowed to enter your site and take back the items. This does not affect our rights to terminate the agreement by means of a written statement addressed to you or a fee of our damage, lost profit and interest.

Article 14: Intellectual property

- 1. Unless we agree otherwise, we are entitled to all intellectual property rights which are vested on or arise from documents and items (printed matter) delivered or produced by us. Only we may exercise these rights.
- 2. This means among other things that you may not:
 - a. use the documents supplied or produced by us (including our quotations) outside the scope of the agreement, you may not reproduce the documents, use them to obtain quotations from third parties and you may not otherwise provide them to third parties, or allow third parties to inspect them;

b. copy, change, reproduce and suchlike the items or parts thereof;

unless the documents and items are intended for this or we have given you a written permission for this.

3. Do you provide documents or files to us? In this case, you guarantee that these documents or files - and prints or copies and suchlike used or made by us for the assignment - do not infringe any intellectual property rights of third parties. You are liable for damage that we suffer because of such infringements and indemnify us against any claims from third parties.

Article 15: Right of retention documents

1. Are we in the possession of documents we created or modified for you for the execution of the agreement? In this case, we may suspend the release or return of these documents until you have paid all claims due and payable arising from this agreement.

2. We are not liable for any damage - of any kind - arising from the right of retention exercised by us.

Article 16: Bankruptcy - loss of power to dispose of property and suchlike

- 1. We may terminate the agreement by means of a written statement addressed to you if you:
 - a. are declared bankrupt or an application has been made for this;
 - b. apply for (temporary) suspension of payments;
 - c. are affected by enforceable seizure;
 - d. are placed under guardianship or judicial supervision;
 - e. in any other way lose the power to dispose of your property or lose any legal capacity regarding (parts of) your assets.
- 2. You always inform the guardian or administrator of the (contents of the) agreement and these General Terms and Conditions.

Article 17: Force majeure

- 1. If we fail to fulfil our contractual obligations to you, this cannot be attributed to us in the case of force majeure.
- 2. In the following circumstances there is in any case force majeure on our side:
 - a. war, revolt, mobilisation, riots at home and abroad, government measures or a threat of these or similar circumstances;
 - b. disruption of existing currency ratios at the time the agreement was entered into;
 - c. operational failures due to fire, burglary, sabotage, power failure, failure of Internet or telephone connections, cybercrime, strikes, (measures in connection with) an epidemic or pandemic, natural phenomena, (natural) disasters, and suchlike;
 - d. transport difficulties and delivery problems caused by weather conditions, roadblocks, accidents, import and export hindering measures, machine failure, a (temporary) lack of the necessary materials or raw materials and suchlike.
- 3. In case of force majeure, we may terminate the agreement by means of a written statement addressed to you or adjust our deliveries or postpone these for a reasonable period. We do not have to pay compensation to you in this case.
- 4. What if the force majeure situation enters after we have already partially executed the agreement? In this case, we are entitled to the fee for the work and deliveries already executed.

Article 18: Cancellation - suspension

- 1. If you cancel the agreement or order prior to or during the execution, we may charge you a fixed compensation for:
 - a. all costs incurred (such as already purchased materials);
 - b. our damage suffered due to cancellation, including the lost profit.

Dependent on work and deliveries already carried out and costs incurred, this compensation will be 20% to 100% of the agreed price.

- 2. If you cancel or postpone a planned appointment less than 24 hours beforehand or are not present at the agreed time, we may charge you the time reserved for it.
- 3. You shall indemnify us against any third-party claims arising from the cancellation.
- 4. We may set off the compensation due against all amounts paid by you and your possible counterclaims.
- 5. Do you request us to suspend the execution of the assignment or the order? In this case, we may immediately claim the fee for all work and deliveries that have been carried out and charge this to you. This also applies to costs incurred, costs arising from the suspension and hours we or third parties engaged by us have already reserved for the suspension period at that time.

6. Costs that we incur for resuming the assignment are also at your expense. What if we cannot resume the execution of the assignment or the order after the suspension? In this case, we may terminate the agreement by means of a written statement addressed to you.

Article 19: Applicable law - jurisdiction

- 1. Our agreements are governed by the laws of the Netherlands.
- 2. We submit disputes to the court competent in our place of establishment. In addition, we always retain the right to submit the dispute to the competent court in your place of establishment or residence.
- 3. As a <u>consumer</u>, you may always choose the legally competent court, even if we choose another court. You will then inform us of your choice within one month after receipt of the summons.
- 4. If you are established or residing outside of the Netherlands, we may also submit the dispute to the competent court in the country or the state where you are established or reside.

Date: May 28, 2025