

General terms and conditions BinBin

These general terms and conditions apply to each agreement in which BinBin B.V. is involved as a seller and/or a lessor, hereinafter 'Agreement', and to each representation made by BinBin aimed at entering into an Agreement. In these general terms and conditions the Customer is understood to mean each natural or legal person and/or corporation that is involved in an Agreement as a purchaser or a lessee respectively and each natural or legal person and/or corporation to whom a representation aimed at entering into an Agreement is addressed.

Article 1 – Agreement

- 1.1. Each offer by BinBin is without any obligation. Each offer by BinBin is valid for a period of 14 (fourteen) calendar days, unless the offer itself refers to a different period of validity or the period of validity is renewed, in writing, by BinBin before it lapses.
- 1.2. If BinBin has made an offer, an Agreement is (exclusively) effected by the Customer's acceptance of BinBin's offer or by the Customer's cooperation in the delivery by BinBin in accordance with the offer. Only the offer by BinBin is deemed to reflect the content of the Agreement correctly.
- 1.3. If BinBin has not made an offer, an Agreement is (exclusively) effected by BinBin's acceptance, in writing, of an order placed by the Customer or a delivery by BinBin in accordance with the order. Only BinBin's written acceptance of the request or BinBin's invoice for the products delivered is deemed to reflect the content of the Agreement correctly.
- 1.4. Any mistakes or omissions in an offer and/or the Agreement do not form part of that offer or that Agreement respectively. Any information, whether general information or not, that is not exclusively addressed to the Customer never forms part of the offer and/or the Agreement.
- 1.5. The Agreement does not imply any obligation for BinBin to render services in relation to products.
- 1.6. Any changes in and/or additions to the Agreement can only be valid after these changes and/or additions have been confirmed by BinBin in writing.
- 1.7. BinBin is entitled to terminate, unilaterally or not, the Agreement wholly or in part and with immediate effect, to suspend the performance of the Agreement, wholly or in part and with immediate effect, and to have any damage compensated if one or more of the following events should occur:
 - 1.7.1. failure by the Customer to perform one or more obligations arising from the Agreement,
 - 1.7.2. submission of a request to the effect that the Customer should be subject to a debt restructuring scheme,
 - 1.7.3. submission of a request to the effect that suspension of payment should be granted to the Customer,
 - 1.7.4. submission of a request to the effect that the Customer should be liquidated,
 - 1.7.5. the Customer's legal incapacity,
 - 1.7.6. the Customer's not having any power of disposition,
 - 1.7.7. provisional attachment or executory attachment levied under BinBin against the Customer,
 - 1.7.8. a decision made to the effect that the Customer should be dissolved and/or liquidated,
 - 1.7.9. transfer of one or more shares, or depository receipts for shares, in the Customer to others than the shareholder(s) at the time the Agreement was entered into, and/or
 - 1.7.10. merger or division of the Customer.
- 1.8. The Customer is obliged to inform BinBin immediately if one of the events referred to in article 1.7 should occur.
- 1.9. The Customer is (only) entitled to terminate (*beëindigen*) the Agreement, unilaterally or not, if that right has been agreed upon in writing or if the Customer is entitled to do so pursuant to a statutory provision that is applied as mandatory law. Termination (*beëindiging*) of the Agreement by the Customer can never relate to products that have already been delivered under the Agreement. The Customer who terminates the Agreement, whether lawfully or not, is obliged to compensate BinBin for the costs incurred by BinBin in order to effect the offer and for the formation and the performance of the Agreement.
- 1.10. The Customer who terminates the Agreement for breach (*ontbinden*), whether lawfully or not, is obliged to return the products delivered under the Agreement within 7 (seven) calendar days following the termination

for breach (*ontbinding*) to BinBin at the location of BinBin's enterprise. After the return delivery of the products, BinBin will return to the Customer the sum that is due by BinBin to the Customer as a result of the termination for breach.

- 1.11. The Customer is not entitled to terminate the Agreement for breach (*ontbinden*), whether as a whole or in part, if the Customer is in default.
- 1.12. Termination by giving notice of termination (*opzegging*), termination for breach (*ontbinding*) and termination (*beëindiging*) of the Agreement can only be effected in writing in order to be valid.
- 1.13. Termination of the Agreement by giving notice of termination (*opzegging*), termination for breach (*ontbinding*), termination (*beëindiging*) and suspension of the performance of the Agreement never oblige BinBin to pay any compensation of damages or any other compensation.
- 1.14. In the event of termination (*beëindiging*) or of termination for breach (*ontbinding*) of the Agreement, any of the Customer's payment obligations that are related to products previously delivered to the Customer are never subject to an obligation to undo these obligations (*ongedaanmakingsverplichting*). These payment obligations are immediately due at the moment of termination (*beëindiging*) or termination for breach (*ontbinding*) of the Agreement respectively.
- 1.15. An Agreement and successive Agreements never oblige BinBin to enter into a new Agreement or new Agreements. Successive Agreements never constitute, whether jointly or not, a continuing performance contract (*duurovereenkomst*).

Article 2 – Delivery

- 2.1 The time frames BinBin informs the Customer about are determined to BinBin's best knowledge on the basis of information that was known when the Agreement was formed and these time frames will be observed as much as possible, but do not form an essential part of the Agreement. BinBin's exceeding these time frames never constitutes an imputable failure of BinBin to meet its obligations. Time frames do not apply if they cannot be observed due to circumstances beyond BinBin's control that occur after the Agreement has been formed.
- 2.2 If no other time frame nor any other location respectively have been agreed on, delivery of products takes place following payment to BinBin of the sums due to BinBin and at the location of BinBin's enterprise. If and in so far BinBin sees to or takes care of storage, safekeeping, transportation, shipment, delivery elsewhere and/or insurance, this is carried out by BinBin as auxiliary person and under the Customer's responsibility; in no event delivery elsewhere takes place beyond the access to a building. BinBin is not obliged to see to or take care of safekeeping, storage, transportation, shipment, delivery elsewhere and/or insurance.
- 2.3 The Customer is obliged to accept products at the time agreed on. If no time frame has been agreed on, the Customer is obliged to accept products upon BinBin's first request.
- 2.4 Each transfer of products by BinBin is made under the suspensive condition that the sums due for the products and for the Customer's incorrect performance of the Agreement should be paid by the Customer to BinBin, including the sums due pursuant to article 3.4.
- 2.5 Without prejudice to article 2.4, products are at the Customer's risk as from the moment delivery takes place to the Customer, or an auxiliary person of the Customer, or at the moment the Customer fails to meet its obligation to accept the products.
- 2.6 The Customer is obliged to check performance of the Agreement by BinBin and the condition of the products upon delivery and to inform BinBin, promptly and in writing, of any suspected non-performance of the Agreement and of any suspected faultiness of the delivered products respectively. Products that the Customer, or an auxiliary person of the Customer, has kept in its possession, without any objection, for seven (7) calendar days following delivery or that have been taken into use at an earlier stage, either wholly or in part, are deemed to conform to the Agreement.
- 2.7 Without prejudice to any statutory provision that is applied as mandatory law, BinBin is not obliged to accept products returned by the Customer. Acceptance of products returned by the Customer does not imply that BinBin acknowledges the reason why the products are returned. The payment agreed on is due by the Customer until BinBin has informed the Customer in writing that the sum due for these products is not due or

not fully due. In the event BinBin does not accept the products that are returned, the Customer is obliged to reimburse the costs incurred by BinBin with respect to these products.

- 2.8 If and in so far as products are not made available for use by BinBin on the basis of purchase under the Agreement, the Agreement is based on lease in the meaning of article 7:201 paragraph 1 of the Netherlands Civil Code (*Burgerlijk Wetboek (BW)*), to which the sections 7.1 up to and including 7.4 apply, except the articles 7:210 paragraph 2, 7:217, 7:220, 7:221, 7:229 and 7:230 *BW* and with the proviso that the powers referred to in article 7:207 *BW* and the obligation referred to in article 7:208 *BW* require BinBin's default; the sections 7.5 and 7.6 *BW* do not apply. Where, in the event of lease, these general terms and conditions refer to "delivery" and "delivered products" or "products delivered", these terms are to be read as "provision with the use of" and "provided with the use of" respectively; in article 2.4 the term "purchase" is to be read as "lease".

Article 3 – Prices and payment

- 3.1 The prices and rates published by BinBin are exclusive of sums due to third parties (including taxes and other levies imposed by the authorities) and exclusive of costs incurred by safekeeping, storage, transportation, shipping and insurance.
- 3.2 BinBin is entitled to change the prices and rates, with immediate effect and with due observance of the development of the general consumer price index that the Statistics Netherlands (*Centraal Bureau voor de Statistiek (CBS)*) has taken a final decision on and/or with due observance of any changes in prices and rates that are payable by BinBin to third parties for the execution of the Agreement. Changes in the prices and rates agreed on do not affect the Agreement in any other way.
- 3.3 If no other time frame or payment method has been agreed on, the Customer is obliged to pay to BinBin the sums due, within 14 (fourteen) calendar days following invoicing, in the currency to be decided by BinBin and, in all other respects, in a way to be decided by BinBin. BinBin is entitled to invoice any sums due as from the formation of the Agreement.
- 3.4 If and in so far as the Customer fails to pay any sums due in time, the Customer is obliged to pay to BinBin the statutory interest on those sums from the end of the payment term and the Customer is obliged to reimburse BinBin for all the expenses actually incurred by BinBin as a result of any action BinBin has had to take, in and out of court, to have those sums paid, including non-liquidated costs of the proceedings and court fees.
- 3.5 The Customer is not entitled to suspend payment obligations and/or set these off against any of BinBin's obligations.
- 3.6 The Customer is obliged, upon BinBin's first request, to pay an advance to the amount of the payments due to BinBin. If the advance is not paid to BinBin upon BinBin's first request, BinBin is entitled to suspend the performance of the Agreement.

Article 4 – Intellectual property

- 4.1 All intellectual property rights – and any claims to these rights – with respect to any product created and/or delivered under the Agreement, including labels, packaging and other creations, exclusively accrue to BinBin and/or its licensor(s). The Customer is not allowed to multiply and/or change these products, including labels, packaging and other creations, to act as creator and/or title-holder thereof in any other way, nor is the Customer allowed to remove or change any details related to the intellectual property rights.
- 4.2 Notwithstanding article 5, BinBin indemnifies, or exclusively indemnifies, the Customer against any claims arising from any infringement of intellectual property rights of third parties in relation to the products delivered under the Agreement if the Customer informs BinBin about the claim, without delay and in detailed writing, leaves handling the claim entirely to BinBin and if infringement of intellectual property rights in relation to the products delivered under the Agreement is irrevocably established in court or is acknowledged by BinBin. This obligation to indemnify:

- 4.2.1 pertains, or exclusively pertains, to BinBin's obligation either to take the relevant products back from the Customer against the payment or repayment of the sum due and paid by the Customer for these products or to deliver equivalent replacement products, and
- 4.2.2 lapses if the relevant products were changed by another party than BinBin.

Article 5 – Liability

- 5.1 BinBin can only be held liable for non-performance of the Agreement – or the consequences thereof – and/or non-conformity of the products to the Agreement if this can be fully imputed to BinBin. The following events can never be imputed to BinBin, whether fully or not:
 - 5.1.1 an act and/or omission of the Customer and/or any third party,
 - 5.1.2 the use of incorrect and/or incomplete information originating from the Customer and/or any third party,
 - 5.1.3 actions in accordance with directions and/or decisions of the Customer,
 - 5.1.4 the use of, or unsuitable use of, auxiliary materials, communication facilities, data storage facilities, and/or network facilities,
 - 5.1.5 the dispatch of information and/or statements via electronic way, and
 - 5.1.6 unlawful acts and/or omission of auxiliary persons.
- 5.2 BinBin's liability for non-conformity of the products to the Agreement – or the consequences thereof:
 - 5.2.1 can only arise after the Customer has served BinBin with proper notice of default, immediately following delivery, or in the event a failure to meet obligations under the Agreement cannot be observed upon delivery, immediately after the failure has been discovered, and the Customer has granted BinBin a reasonable period of time to repair or replace the products; and
 - 5.2.2 lapses if the products are used in a way for which the products were not intended and/or suited, in case of improper or incompetent maintenance of the products and/or repairs, adaptations and/or changes of the products by another party than BinBin.
- 5.3 BinBin's liability for (other) failures to meet its obligations under the Agreement - and the consequences thereof - can only arise after the Customer has served BinBin with a valid notice of default, in writing and immediately after the failure has been discovered, and the Customer has granted BinBin a reasonable period of time to perform as yet.
- 5.4 Any obligation of BinBin to compensate any loss or damage is limited to direct pecuniary loss amounting to:
 - 5.4.1 if a sum is paid out under BinBin's liability insurance for the relevant obligation to compensate damages: the amount of the sum which is paid out under BinBin's liability insurance, plus the amount of the excess under that insurance; or
 - 5.4.2 if no sum is paid out under BinBin's liability insurance for the relevant obligation to compensate damages: the amount due and paid by the Customer to BinBin under the Agreement - exclusive of turnover tax and other levies imposed by the authorities - in any case to a maximum sum of EUR 5,000.
- 5.5 Consequential damage, negative consequences resulting from the use of the products delivered under the Agreement, missing out on financial benefits, fines or administrative fines, and losses of third parties are never deemed direct pecuniary losses within the meaning of article 5.4.
- 5.6 The Customer is obliged to indemnify BinBin against claims of third parties with respect to the Agreement, or the performance of the Agreement, and/or the products delivered under the Agreement, or the use of these products, for which claims BinBin is not liable vis-à-vis the Customer under the Agreement.
- 5.7 Any third party who BinBin has involved in the Agreement or the execution of the Agreement is entitled to rely on articles 5.1 up to and including 5.7.

Article 6 – Force majeure

- 6.1 In the event BinBin should temporarily be unable to perform the Agreement as a result of circumstances beyond BinBin's control, BinBin is entitled to suspend the performance of the Agreement, wholly or in part, for the time these circumstances continue to exist. In the event BinBin should permanently be unable to

perform the Agreement, BinBin is entitled to terminate (*beëindigen*) the Agreement, wholly or in part, with immediate effect.

- 6.2 The Customer is not entitled to performance or termination for breach (*ontbinding*) of the Agreement in the event BinBin is unable to perform, temporarily or permanently, the Agreement due to circumstances beyond BinBin's control.
- 6.3 Circumstances beyond BinBin's control are understood to mean, among other things, failure to perform by suppliers and/or other auxiliary persons of BinBin's, production failures, delays in transportation and/or shipment, communication and/or storage failures, work interruptions, government measures, exceptional weather circumstances and excessive sickness absence of employees and/or other auxiliary persons.

Article 7 – Miscellaneous

- 7.1 The Agreement includes these general terms and conditions.
- 7.2 Rights and obligations arising for the Customer under the Agreement can never be transferred. Third parties cannot derive rights from the Agreement.
- 7.3 By breaching one or more of its obligations under the Agreement, the Customer is immediately in default, as from the moment of the breach.
- 7.4 Claims of the Customer can never be transferred and a claim expires 12 (twelve) months after its inception or after the commencement of its cause, notwithstanding article 6:89 *BW*.
- 7.5 Each (legal) person and company affiliated with the Customer, either by management or by shares or depository receipts for shares, that is an interested party in the Agreement on the part of the Customer is obliged to fulfil, jointly and severally, all of the Customer's obligations under the Agreement.
- 7.6 The Agreement is exclusively governed by the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (The Vienna Convention) and the Customer's general terms and conditions do not apply.
- 7.7 The district court in the district in which BinBin has its registered office is the competent court in the subject matter and this court has exclusive jurisdiction, in first instance, in any dispute arising from the Agreement.
- 7.8 If and in so far as any versions of these general terms and conditions applied by BinBin are not in the Dutch language and differ from the versions of the general terms and conditions in the Dutch language, the Dutch language version exclusively applies.
- 7.9 Nullity or annulment of one or more provisions of these general terms and conditions does not bar the applicability of the other provisions of these general terms and conditions.
- 7.10 Any reference to a concept or word laid down in these general terms and conditions in the singular includes a reference to the plural form of this concept or word and vice versa and "product" is also to be understood as "part of a product".
- 7.11 Any provision that departs from these general terms and conditions is only applicable if laid down or accepted by BinBin in writing.

's-Graveland (The Netherlands), [15 December 2022]