

General Delivery Conditions itsme, version 12 September 2022

These Delivery Conditions are divided in three parts. Part 1 contains General Provisions which always apply to the Agreement between Customer and itsme B.V. Part 2 applies in addition to the delivery of Products. Part 3 applies in addition to participation in Training Courses.

PART 1: General Provisions

1. Definition

- 1.1 In these Delivery Conditions, the following definitions are used:
- **Additional Provisions:** the provisions contained in Part 2 and Part 3 of these Delivery Conditions;
 - **Customer:** the person purchasing Products and/or Training Courses;
 - **General Provisions:** the provisions contained in Part 1 of these Delivery Conditions;
 - **Order:** Customer's order to itsme submitted in Writing and/or placed through the Web Portal for the delivery of Products;
 - **Order Surcharge:** the surcharge which may be charged by itsme for Orders to a specific order amount;
 - **Documents:** information carriers in whichever form which are issued by itsme to the Customer within the framework of delivery of Products or offering of Training Courses;
 - **itsme:** itsme B.V., with its registered office in (4941 VR) Raamsdonksveer in 2 Steurweg and all current and future legal persons belonging to the same group in the sense of article 2:24b Dutch Civil Code;
 - **Delivery Conditions:** the provisions contained in Part 1, Part 2 and Part 3;
 - **Training Course(s):** the training course(s) among which those in the area of industrial automation and lighting technology offered by itsme;
 - **Training Costs:** the amount to be invoiced to the Customer by itsme pursuant to the Training Course;
 - **Storage:** receiving, preserving and issuing of the Products entrusted to itsme;
 - **Agreement:** any Agreement between itsme and the Customer on the basis of which the Customer purchases Products and/or Training Courses from itsme;
 - **Products:** the Products to be delivered by itsme to the Customer and/or other related services to be provided by itsme for the Customer's benefit on the basis of the Agreement;
 - **Written:** dispatch by mail or by e-mail;
 - **Web Portal:** the digital shop on <https://www.itsmenederland.nl/> which operates under itsme's responsibility.

2. Applicability of Conditions

- 2.1 These Delivery Conditions apply to all offers, quotations, Orders, Agreements, deliveries, invoices and other aspects of legal relations between itsme and the Customer. itsme herewith expressly rejects any applicability of general terms and conditions of the Customer.
- 2.2 Nullity or annulment of one or more provisions of these Delivery Conditions will not impede the applicability of the other provisions. itsme and the Customer shall enter into consultation to replace provisions which are null and void or which have been annulled by provisions which to the best possible extent are in line with the purpose and the purport of the provisions which are null and void and/or which have been annulled.
- 2.3 In the event of any conflict between the provisions of the Agreement and the Delivery Conditions, the provisions of the Agreement shall prevail. In the event of any conflict between the General Provisions and the Additional Provisions, the Additional Provisions shall prevail. In the event of any conflict between the Dutch version of these Delivery Conditions and their translation, the Dutch version shall prevail.
- 2.4 itsme reserves the right to amend and/or to make additions to these Delivery Conditions. In the event of an amendment or addition, itsme shall inform the Customer accordingly.

3. Offers and Prices

- 3.1 Quotations and (price)offers by itsme may be revoked or changed by itsme.
- 3.2 Prices and rates published by itsme are expressed in euros and exclusive of turnover tax, other levies imposed by the government, other amounts due to third parties and any transport and packing costs and the Order Surcharge. The applicable rate for transport and packing costs and the Order Surcharge at the time of establishment of the Agreement shall be sent at Customer's first request
- 3.3 In the event of a cost increase between the contract date and the full performance thereof, regardless of how foreseeable such cost increase was, itsme has the right to increase the prices accordingly. Cost increases include, but are not limited to, cost increases relating to increases and/or changes in wages, taxes, duties, fees, freight, levies, raw material price, energy costs, increases in the costs charged by itsme's suppliers or legal changes.

4. Payment

- 4.1 Invoices issued by itsme are to be paid ultimately within 30 days after invoice date by the Customer. Payment shall at all times be effected without any discount, set-off or suspension by the Customer on whatever ground.
- 4.2 If the Customer challenges the correctness of a (part of an) invoice, it shall nevertheless be held to timely payment. Any challenge of an invoice shall be submitted to itsme in Writing and within 14 (in words: fourteen) days after invoice date. If this term is not observed, the Customer shall be bound to the invoice amount and this invoice amount is deemed to be correct.
- 4.3 itsme's claims to the Customer are immediately and completely payable in the event of:
- (a suspicion of) any failure by the Customer in the fulfillment of (one of) its obligations pursuant to the Agreement and/or the Delivery Conditions;
 - (an application for) suspension of payment or bankruptcy order of Customer;
 - conservatorship order or administration order of Customer;
 - sale, pledge, or termination of Customer's business;
 - attachment of a substantial part of Customer's assets.
- 4.4 In the event of non-/untimely payment, the Customer will be in default by operation of law, without any demand and/or notice of default being required and itsme is entitled to increase the amount due by the Customer by a monthly default interest amounting to 1%, calculated as of invoice date (calculating any part of a month as an entire month). In addition, the Customer will be charged

extrajudicial collection costs established at 15% of the gross invoice value, without prejudice to itsme's right of full compensation of the costs incurred and/or the damages suffered.

- 4.5 Any payments made by Customer will first be debited from the outstanding interest and (extrajudicial) costs and only then from the most mature outstanding invoice.
- 4.6 itsme is authorized to set off its payment obligations towards the Customer entirely or partially against any claim which itsme has or will acquire against the Customer at any time whether or not payable, conditional or subject to a time limit or to suspend its payment obligations.

5. Establishment of the Agreement

- 5.1 If itsme has made an offer, the Agreement is established by acceptance of itsme's offer by the Customer or by (partial) implementation of the Agreement by itsme. Orders and acceptances of quotations and offers by itsme by the Customer shall be valid as irrevocably done and may not be withdrawn or amended otherwise than with itsme's Written consent.
- 5.2 If itsme has made no offer, the Agreement is established by the Written acceptance of the Order quotation or the implementation of the Agreement of the Customer by itsme.
- 5.3 Orders by the Customer are to be placed in Writing or through the Web portal and must be sufficiently specific. itsme is free not to process any Orders placed.
- 5.4 Only itsme's offer, the Written acceptance of the Order by itsme respectively itsme's invoice for the implementation of the Agreement is deemed to represent the content of the Agreement correctly.

6. Force Majeure

- 6.1 If itsme is (temporarily) not able to implement the Agreement as a result of force majeure, it is authorized to suspend the implementation of the Agreement entirely or partially for the time of the force majeure in question, without itsme being held to pay any compensation.
- 6.2 itsme is also entitled to invoke force majeure, if the circumstance which obstructs (further) fulfillment occurs after itsme should have fulfilled its obligation.
- 6.3 Force majeure shall at any rate include to mean: actions or omissions by governmental, national, regional or other general strikes not limited to the staff of itsme, nor whether they were announced or not, sanctions, blockades, import or export restrictions, trade embargoes catastrophes, extreme weather conditions, fire, terrorist actions, delays in the delivery of Products or parts thereof on the part of the suppliers of itsme, insofar as not attributable to itsme, accidents and interruptions in business activities, armed conflicts, wars, riots, epidemics and/or pandemics transport problems, quota restrictions and operational failures, such as (partial) unavailability of servers with itsme and/or itsme's suppliers.
- 6.4 If the force majeure in question lasts longer than 30 (in words: thirty) days, both parties are authorized to terminate the Agreement entirely or partially in Writing, in that case without any obligation of compensation being due. Anything already fulfilled on the basis of the Agreement by itsme, is to be set off proportionally by the Customer.

7. Liability

- 7.1 itsme shall only be liable for compensation of direct damage sustained. itsme's liability for indirect damage sustained (including but not limited to consequential loss, production loss, loss of turnover and/or profit and decline in value of products) is herewith expressly excluded. In addition, itsme's liability - if it is indeed liable - shall in all circumstances be limited to the amount which is distributed by itsme's insurance company with respect to the damage which has arisen in the implementation of the Agreement. If there is no insurance to this end and/or if such insurance offers no cover for this, itsme's liability shall be limited to the amount invoiced by itsme for the Agreement to which the damage in question is directly related and at any rate to € 10,000.00 (in words: ten thousand euros).
- 7.2 The Customer is to report the damage sustained to itsme in Writing on the shortest possible notice however ultimately within 2 (in words: two) weeks after its arising or becoming known. Any damage not reported within this term, shall not qualify for compensation. Any claim by the Customer shall at any rate be null and void by mere expiry of 12 (in words: twelve) months.
- 7.3 The Customer shall indemnify itsme and its legal successors, its employees and any auxiliary parties employed by the latter for the implementation of the Agreement against any third-party claims which are related to activities performed pursuant to the Agreement and the Products and/or Training Courses supplied by itsme.

8. Intellectual Property

- 8.1 All intellectual property rights with respect to the Products Object, the Programs and/or Documents delivered, are vested with itsme, or, if applicable, with its licensor(s) or supplier(s).
- 8.2 The Customer only acquires those rights of use which have been granted by these Delivery Conditions and the Agreement. Any right of use granted to the Customer is non-exclusive, nontransferable and not to be sub-licensed. Subject to the purpose for which the rights of use have been made available to the Customer, itsme's Products and the Document submitted (related to the Training Course(s) to be offered) may not be reproduced, made public or used otherwise without itsme's explicit consent.
- 8.3 If it has irrevocably been established in court that the Products and/or Documents delivered by itsme infringe any third-party intellectual property right or if in itsme's opinion there is a good chance that such infringement will occur, itsme at its discretion will:
- take back the Products and/or Documents delivered on the basis of the Agreement crediting the amount paid by the Customer pursuant to the Agreement after deduction of a reasonable payment for use; or
 - ensure that the Customer can continue using the Products and/or Documents delivered or their functional equivalents without any disturbance;
- 8.4 The preceding paragraph does not affect itsme's limitation of liability as laid down in article 7 of these Delivery Conditions.

9. Product Recall

- 9.1 If the Customer is informed of a possible failure in Products to be delivered to it and such failure might result by a forced product recall with respect to these Products or other products in which these Products have already been processed, whether or not instructed by the government, the Customer is held to immediately inform itsme of this and to enter in consultation with the latter about any recall and measures to limit the scope of the damage.
- 9.2 The Customer shall not without prior consultation with and itsme's Written consent:
- proceed to any measure according to European or Dutch regulations concerning general product safety, such as a product recall or a public warning; or

- on the basis of any law inform third parties about the unsafety of a Product.
- 9.3 If itsme in its opinion is required to take measures or to render its assistance to recall actions initiated by manufacturers to prevent (further) damage as a result of a failure in Products delivered, the Customer undertakes to co-operate in such measures and to join, if this turns out to be necessary or desired, any claims to the manufacturer made by itsme, without itsme being held to compensation of damage for this.
- 10. Compliance, Integrity and Privacy**
- 10.1 The Customer guarantees that he will not make any payments, gifts or other promises to its customers, to government officials or to agents, directors and employees of itsme or to any other party in a way that is contrary to any applicable law or legislation. Customer also guarantees that he does not know, or reasonably should know, that other (legal) persons will do so and that he will comply with all the applicable laws and regulations, ordinances and rules relating to the prevention of bribery and corruption.
- 10.2 The Customer's violation of any of the provisions contained in the first paragraph of this article (Compliance, Integrity and Privacy) will be considered by itsme to be a fundamental breach of the Agreement and will give itsme the right to terminate the Agreement by operation of law with immediate effect and without being liable for any damage or other compensation to the Customer and without prejudice to any other rights or remedies of itsme deriving from the Agreement or any applicable law or legislation.
- 10.3 If itsme provides personal data to the Customer, the Customer shall comply with all the applicable laws and regulations regarding the protection of personal data.
- 10.4 The Customer shall take adequate physical, technical and organizational measures to ensure that level of security of personal data that is appropriate to the respective risks and to ensure the permanent confidentiality, availability and resilience of the processing systems and services.
11. **Miscellaneous** 18.1
- 11.1 The Customer may not transfer its rights arising from the Agreement to third parties without itsme's written consent.
- 11.2 By entering into the Agreement, the Customer agrees in advance with a transfer of the rights and obligations arising from the Agreement by itsme to third parties. The Customer herewith grants authorization to itsme to perform any (legal) acts in its name for the implementation of the transfer.
- 11.3 If the Agreement has been entered into for the purpose of implementation by one or several specific persons, itsme is always entitled to replace these by persons with similar qualifications.
- 12. Law and Competent Court**
- 12.1 The Agreement and any ensuing legal relations between itsme and the Customer shall be governed by Dutch law. The Rotterdam Court shall have exclusive jurisdiction to settle any disputes arising from the Agreement. The applicability of the Vienna Sales Convention is herewith excluded.
- PART 2: Additional Provisions Products**
- 13. Changes/Cancellations**
- 13.1 If the Customer wishes to change an Order for any reason, this is only possible after itsme's Written consent and under acceptance of the change of price and the delivery term which may result from this.
- 13.2 If the Customer wishes to cancel an Order for any reason, this is only possible after itsme's Written consent. itsme reserves the right to claim compensation by the Customer for any damage related to the cancellation of the Order by the Customer.
- 14. Delivery and Purchase**
- 14.1 An agreed on delivery time shall not constitute a fatal term. In the event of untimely delivery, the Customer is to give itsme a notice of default in Writing with due observance of a 28 days' term. In this period, itsme is free to still deliver without itsme being held to any compensation of damage. The Agreement may not be annulled or dissolved due to expiry of the delivery time, unless itsme does not deliver within the above-mentioned 28 days' term.
- 14.2 Itsme is entitled to make partial deliveries and always reserves the right, such under suspension of delivery and/or making available of products, to deliver collect on delivery or to require partial or full advance payment by the Customer.
- 14.3 Unless otherwise agreed in writing, delivery shall take place ex works itsme (the address of the itsme branch where the order is placed or another branch or address designated by itsme) Incoterms 2020
- 14.4 The Customer is obliged to purchase the Products in question. The Customer shall at all times be available for delivery, unless otherwise agreed in Writing. If the Customer refuses purchase, fails to do so or fails to provide the information or instructions necessary for the delivery of Products, itsme is entitled to take all necessary measures (including third-party storage) which seem desirable to itsme at the Customer's expense, without prejudice to itsme's right to recover its damage actually sustained from the Customer.
- 14.5 The transfer of risk will take place at the moment designated to this end by itsme when the Customer is able to receive the Products in question, all of this irrespective whether the Products will actually be received, or – if for the purpose of delivery, whether or not at the Customer's request or by its instruction, a carrier is employed – at the moment of issue of the Products to the carrier.
- 15. Storage**
- 15.1 The parties may agree in Writing that the products ordered by the Customer, whether or not on payment of a fee to be charged to the Customer by itsme, will be handed over to itsme for storage for the purpose of delivery on demand. In such a situation, the transfer of risk will take place at the moment when Storage starts. The Storage starts by a Written notification of the Customer by itsme stating that the Products ordered by the Customer are stored in an itsme branch.
- 16. Orders through the Web Portal**
- 16.1 Placing an order through the Web Portal takes place by the Customer selecting Products offered in the Web portal an adding these to the digital shopping basket. The Customer is then asked to register or – if the Customer has already registered before – to login and to select a payment method. Payment of Products ordered through the Web Portal may take place through the agreed on payment method.
- 16.2 Irrespective of the payment method, the Agreement will be established subject to itsme's acceptance of the Order when the Customer clicks the button "Place order". The representation of the Order in the Web portal is decisive for the establishment of the order and the ensuing content of the Agreement.
- 16.3 For the purpose of registration, the Customer is required to complete several (personal) data. All personal data will exclusively be used by itsme and will not be passed on to third parties, except

when necessary for payment transactions and delivery of the Products. itsme shall respect the Customer's privacy and shall ensure that the Customer's personal information is treated as confidential. The Customer herewith grants its approval to itsme to use the former's data to inform the Customer about product and service offers.

17. Inspection, Returns and Complaints

- 17.1 The Customer shall inspect the Products delivered by itsme at the time of delivery, irrespective of the delivery location.
- 17.2 Any non-conformity and visible defects shall be reported to itsme in writing by the Customer immediately after its discovery and no later than within two working days after delivery of the Products, and shall be accompanied by the relevant packing list. In the absence of timely submission of complaints, all Customer's rights in this respect shall lapse and itsme shall be deemed to have fully complied with its obligations. The same applies if the Products have already been assembled and/or processed by the Customer.
- 17.3 In case the Products are returned to itsme for repair without a complaint being made, these Products shall remain considered as being delivered to the Customer, while the (possible) costs for repair and transport shall be charged to the Customer.
- 17.4 Products already delivered shall be taken back by refunding the purchase price, provided that
- the Products are shelf-stable, in original condition and original and unopened packaging; and
 - the total value of the Products to be returned is greater than € 50,000 excluding VAT; and
 - the number of products is equal to or a multiple of the delivery unit; and
 - the return shipment is accompanied by the return document of itsme as provided to the Customer, whereby the return number is clearly visible on the packaging; and
 - the request for return has been issued up to thirty (30) days after the date of delivery.
- Items ordered especially for the Customer cannot be returned.

18. Guarantee

- If the Products are faulty within 1 (in words: one) year after invoice date, the Products shall at itsme's discretion be repaired, replaced or credited free of charge. In the event of re-delivery, these Delivery Conditions shall apply. The preceding sentences of this article shall not apply in the event of incorrect or inexperienced use of the Products. The Customer may not invoke the guarantee referred to above if:
- Invoking of the guarantee by the Customer covers more than the guarantee granted for the product in question to itsme by its Supplier
 - Invoking of the guarantee by the Customer concerns non-functioning of the Product in connection with already available or future Products of the Customer. The risk of selection and management in its organization of the Products delivered by itsme shall be borne by the Customer;
 - Invoking of the guarantee by the Customer concerns a product which is used outside of the Netherlands and the identified failure pertains to the Product not fulfilling requirements or standards according to laws and regulations of the other country in question.

19. Packaging and Packing Material

- 19.1 Sustainable packaging which qualifies for recycling is to be returned by the Customer within 1 (one) month after making these available to itsme. itsme is entitled to charge a packaging deposit to the Customer, which after timely return will be credited. If the Customer does not return the packaging in the same state in which it was delivered to itsme, itsme is entitled to deduct the above-mentioned packaging deposit without prejudice to itsme's right to full compensation of the costs reasonably incurred and the damage sustained by the latter. When establishing the scope of the return obligation, itsme's records shall be decisive.

20. Retention of Title

- 20.1 All Products and Documents delivered by itsme to the Customer will remain itsme's property, until all amounts due by the Customer pursuant to the Agreement have been fully paid to itsme. The Customer has no decision authority with respect to Products in which the retention of title as referred to in this article is vested and may not pledge or sell these, nor grant any other right to these to any third party. The Customer is obliged to pass on the Products supplied to it by itsme under retention of title under retention of title only.
- 20.2 Notwithstanding the retention of title referred to above, if Parties have deviated in writing from the provisions of article 13.3 of these Delivery Terms and Conditions the risks will be passed on to the Customer at the moment of delivery of the Products to the Customer.
- 20.3 The Customer is obliged to preserve the Products delivered under retention of title carefully and as itsme's identifiable property. It is also obliged to insure the Products against fire and water damage and theft. The Customer will provide itsme's at the latter's first request all necessary data to assess if the Customer has fulfilled these obligations. itsme is, if it suspects or if it has been established that the Customer has not fulfilled these obligations, entitled to insure the Products against fire and water damage and theft at the Customer's expense.
- 20.4 The Customer herewith already grants itsme now for then the irrevocable authorization to access to the locations where the Products in question are stored.

21. Export control and restricted use

- 21.1 The Customer acknowledges that the delivery of the Products may be subject to domestic and/or foreign statutory provisions and regulations relating to export control, which may change from time to time and apply to the Agreement in the wording applicable at that time. The Parties shall comply with all such provisions and regulations and cooperate accordingly with the competent authorities. The parties are not obliged to perform any act if such act is in violation of laws or regulations regarding export control.
- 22.2 Where applicable, the Products may not be sold, leased or otherwise transferred or used for a purpose other than that agreed upon, without a necessary export or re-export permit from the competent authorities.
- 22.3 The Products may not be used in any way, directly or indirectly, in connection with the design, manufacture, use or storage of chemical, biological or nuclear weapons or their delivery systems or other military applications.
- 22.4 itsme's acceptance of an order is subject to obtaining export and/or re-export licences by the competent authorities in the countries of origin of the offered products, including parts and components and/or technology if and insofar as legally required. The refusal, withdrawal or invalidity of such export and/or re-export licences as a result of events that are reasonably beyond the control of itsme, shall release itsme from its contractual obligations with regard to the delivery of the Products and from any (possible) liability resulting therefrom.

PART 3: Additional Provisions Training Courses

23. Registration and Payment

23.1 Registration for participation in the Training Course by the Customer shall take place by a specific registration form.

23.2 itsme shall only be held to adhere to a registration if it has confirmed this in Writing. This Written confirmation shall state the Training Course for which the Customer is registered, together with information about the content, the date and the location of the training Course. itsme reserves the right to make changes in the content, the date and the location of the Training Course and any other training course specifications.

24. Changes or Cancellation by itsme

24.1 The Training Course will be held subject to sufficient registrations. Should the Training Course be cancelled, the Customer shall be informed of this before the start of the Training Course. In such a

situation, transfer to the first subsequent implementation of the Training Course in the year of establishment of the Agreement, or – if transfer turns out not to be possible or at the Customer's request – refund of the Training Costs paid by the Customer shall take place. The Customer is not entitled to any right of compensation as a result of changes in or cancellation of the Training Course.

25. Changes or Cancellation by the Customer

25.1 Cancellation of the Training Course by the Customer is to take place in Writing.

25.2 In the event of cancellation at least 4 weeks before the start of the Training Course, no Training Costs will be charged. The Customer shall be charged an amount of EUR 75.00 for administration costs.

25.3 In the event of cancellation within four weeks before the start of the course and during the course, itsme shall never be obliged to refund any course fee.