

General Terms and Conditions



**General Terms and Conditions of Delivery, Service
and Payment of DeKo Solutions**

Article 1. Definitions

- 1.1. In these general terms and conditions, the following capitalised words are defined as stated below:
 - a. **Client:** Any natural person acting in the course of his profession or business or legal entity that enters into an agreement with DeKo Solutions, as well as any party involved in negotiations or discussions preceding an agreement with DeKo Solutions.
 - b. **DeKo Solutions:** DeKo Solutions, with its registered office in Goirle, at Zonnedaaw 12 5052 CH, listed in the Chamber of Commerce under file reference number 93910916.
 - c. **Third Party:** The external party to whom DeKo Solutions outsources work, such as, but not limited to, a penitentiary institution or sheltered workshop.
 - d. **Agreement:** Any agreement entered into between the Parties with regard to the supply of goods, services and/or work.
 - e. **In Writing/Written:** In writing or via e-mail.
 - f. **Parties:** DeKo Solutions and the Client.
 - g. **Product:** The product that DeKo Solutions arranges to be packaged or provided with stickers on behalf of the Client, or which DeKo Solutions arranges to undergo other processing operations on behalf of the Client.
 - h. **Finished Product:** The Product having been provided with packaging and/or a sticker or the Product having undergone other processing so that the Product is ready for sale.
 - i. **Design:** The packaging design created by DeKo Solutions.
- 1.2. Terms defined in the singular also refer to the plural, unless the context dictates otherwise.

Article 2. General

- 2.1. These general terms and conditions apply to all quotations, offers, Agreements and other legal acts between the Parties.
- 2.2. Any deviations from these general terms and conditions are valid subject to the express Written confirmation of DeKo Solutions. Deviations from the general terms and conditions apply exclusively to the relevant Agreement and not to future Agreements.
- 2.3. The Client is informed of the applicability of these general terms and conditions upon conclusion of the Agreement and is given the opportunity to consult said terms and conditions. By accepting the quotation from DeKo Solutions or by awarding an assignment to DeKo Solutions, the Client declares to agree with the general terms and conditions of DeKo Solutions.
- 2.4. Once these general terms and conditions have applied to a legal relationship between the Parties, the Client is deemed to have agreed in advance to the applicability of these general terms and conditions to subsequent Agreements concluded or to be concluded and to subsequent assignments.
- 2.5. If one or more of the provisions of these general terms and conditions are void or voided, the remaining provisions of these general terms and conditions will remain in full force. In that case, DeKo Solutions will be entitled to replace that provision with one

that is not unreasonably onerous on the Client and that reflects the void or voided provision to the closest possible extent.

- 2.6. DeKo Solutions not demanding strict compliance with these general terms and conditions at all times does not automatically mean that the provisions detailed therein no longer apply, or that DeKo Solutions would lose the right to demand strict compliance with these general terms and conditions in other cases.
- 2.7. Deviating stipulations, including any (general) terms and conditions or other conditions deposited by the Client, apply only if they have been expressly agreed In Writing by DeKo Solutions with the Client. Such deviating stipulations will only relate to the specific (special) Agreement, unless expressly agreed otherwise In Writing with the Client and accepted In Writing by DeKo Solutions.
- 2.8. DeKo Solutions reserves the right to amend these general terms and conditions. The Client will be notified in writing in advance of the new general terms and conditions and the effective date. The amendment of the general terms and conditions will also be mentioned in quotations, order confirmations, invoices, and in the email signature.

Article 3. Offer and images

- 3.1. All quotations from DeKo Solutions are issued entirely without obligation, unless expressly stated otherwise.
- 3.2. A quotation from DeKo Solution is valid for the period of 1 month.
- 3.3. Apparent mistakes or errors, such as spelling errors, in e-mail messages, price calculations or quotations do not bind DeKo Solutions.
- 3.4. The Client guarantees the accuracy and completeness of the requirements and specifications provided by or on behalf of the Client to DeKo Solutions and other data on which DeKo Solutions bases its quotation. If it appears that the requirements and/or specifications and/or other data specified by the Client are incorrect or incomplete, it may lead to additional costs that will be charged to the Client.
- 3.5. The technical specifications and images included in brochures and other (digital) documents provided by DeKo Solutions are provided for illustrative purposes only and are therefore only indicative in nature. These specifications and images are not binding and may differ from the actual version.

Article 4. Conclusion of the Agreement

The Agreement is concluded when:

- a. the Client has expressly agreed to the quotation from DeKo Solutions;
- b. the Client has awarded an assignment to DeKo Solutions.

Article 5. Cancellation of the Agreement

- 5.1. If the Client cancels the Agreement, all costs incurred to date will be charged to the Client, such as (packaging) materials already purchased and working time already spent.

- 5.2. If the Client does not accept the Finished Products, the Client will remain liable to pay DeKo Solutions the full price for the performance of the Agreement, which price will become due and payable at the time that one of the following circumstances occurs:
- a. the Client cancels the Agreement;
 - b. the Client does not collect the Finished Products from the Third Party;
 - c. the Client postpones acceptance.

Article 6. Prices and price changes

- 6.1. All quoted prices are exclusive of VAT (turnover tax) or other levies, taxes and/or duties.
- 6.2. Quotations and prices do not automatically apply to subsequent assignments or future Agreements. DeKo Solutions has the right to adjust its rates from time to time.
- 6.3. If cost-determining factors increase after the conclusion of the Agreement, this will be at the Client's risk and such increases will therefore be charged to the Client. DeKo Solutions will notify the Client In Writing of the increase in the cost-determining factors and the consequences this has for the price.
- 6.4. Costs arising from changes and additions requested by the Client will be payable by the Client. DeKo Solutions may automatically pass on these additional costs, unless an explicit Written cost specification has been requested in the event of a change or addition and if it has been determined that execution can only commence after approval of this cost specification by the Client. This does not apply if the Client requests immediate execution of the supplemented or amended assignment. In that case, the Client will be obliged to pay all additional costs as specified by DeKo Solutions.

Article 7. Outsourcing

- 7.1. DeKo Solutions outsources the execution of the packaging and/or other processing operations to a Third Party. The Client is aware that this work is carried out by people located in a penitentiary institution or sheltered workshop and that DeKo Solutions can therefore offer the work at a relatively low price. The Client has consciously opted for this and the Client therefore accepts that:
- a. 100% correctness of the work performed cannot be guaranteed;
 - b. the work is performed by human beings, which means that errors are always possible and that DeKo Solutions is not liable for such errors;
 - c. due to the type of people carrying out the work, which has been a deliberate choice by the Client, a certain margin of error in the Finished Products is possible, without this causing an attributable shortcoming on the part of DeKo Solutions in such instance.
- 7.2. At the request of the Client, DeKo Solutions will provide the Client with any further information about the outsourcing operation.

Article 8. Intellectual property rights

- 8.1. All intellectual and industrial property rights relating to drawings, images, Designs, sketches, models, samples and other documentation produced by DeKo Solutions

remain vested in DeKo Solutions. This also applies to Designs and other materials specifically produced for an assignment, unless otherwise agreed In Writing.

- 8.2. The Client is only permitted to use the Design for the specific Finished Product for which DeKo Solutions has produced the Design. If the Client wishes to use the Design in a manner other than that described in this article, the Client must request permission from DeKo Solutions first. DeKo Solutions will never be obliged to grant such permission. If DeKo Solutions grants permission, DeKo Solutions may attach conditions to said permission, such as the payment of a fee.
- 8.3. The Client must respect the intellectual property rights of DeKo Solutions at all times. If the Client acts in violation of the intellectual property rights of DeKo Solutions, the Client will be liable for all damage or loss suffered by DeKo Solutions as a result, including loss of turnover.
- 8.4. If the Client provides DeKo Solutions with a specific work, including text, logo, image and brand name, which is subject to intellectual property rights, such as copyrights, portrait rights or trademark rights, with the instruction to use this work in the performance of the Agreement or in the production of the Finished Product, the Client guarantees that the use of that work does not infringe any third-party intellectual property rights. If DeKo Solutions is sued by a third party in connection with the work provided by the Client, the Client will reimburse DeKo Solutions for all costs that DeKo Solutions must incur as a result and for all damage or loss that DeKo Solutions suffers as a result, such as, but not limited to, the costs of legal assistance, the costs of legal proceedings and the damage or loss that DeKo Solutions must pay to a third party.
- 8.5. Documents, models, drawings or tools that have been agreed In Writing to belong to the Client will remain under the management of DeKo Solutions. If no assignments for the relevant articles have been received for two consecutive years, DeKo Solutions will have the right to destroy the relevant items.

Article 9. Obligations of the Client

- 9.1. The Client ensures that all data with regard to which DeKo Solutions indicates that it is required or with regard to which the Client can reasonably understand that it is required for the performance of the Agreement, is made available to DeKo Solutions in time.
- 9.2. If the information provided by the Client is incomplete and/or incorrect, it will be entirely at the expense and risk of the Client.
- 9.3. The Client is obliged to immediately notify DeKo Solutions of any facts and circumstances that may be of significance in connection with the performance of the Agreement.
- 9.4. Without prior permission from DeKo Solutions, the Client will refrain from making any statements to third parties or communicating via other communication channels, such as social media, about the approach, methods and working methods of DeKo Solutions, nor make available any documents produced by DeKo Solutions.
- 9.5. The Client will be solely responsible for complying with all statutory and other applicable regulations in the country where the Client is established in connection with

the possession, transport, storage, resale and use, in whatever manner, of the Products and Finished Products.

Article 10. Delivery, collection, risk of the Products and storage costs

- 10.1. The Product is not delivered by DeKo Solutions. DeKo Solutions only supplies the (packaging) materials required for the agreed work.
- 10.2. The Client is responsible for the timely delivery of the Products to the Third Party.
- 10.3. Once the work is completed, DeKo Solutions will notify the Client and the Client must collect the Finished Products from the Third Party. The transport described in this article will be entirely at the expense of the Client.
- 10.4. The storage of the Products, the transport of the Products and the presence of the Products at a Third Party is at all times at the risk of the Client. The Products are never covered by DeKo Solutions' insurance, because DeKo Solutions is not the owner of the Products. DeKo Solutions is not liable for loss, theft or damage to the Products before, during or after performance of the Agreement, nor is DeKo Solutions liable for damage to the Products that occurs at the Third Party where the work is carried out. The Client is responsible for insuring the risks, including loss, damage or theft of the Products, arising from transporting, storing, packaging and processing the Products, applying stickers to them or other processing operations the Products undergo. If the Client's insurer does not pay out or if the Client has not insured itself against such risks, the damage or loss cannot be recovered from DeKo Solutions.
- 10.5. The Client must ensure that the Finished Products are not stored at the Third Party for an unnecessarily long period of time. All Products and Finished Products will be stored by DeKo Solutions at the Third Party, at the expense of the Client. If the Client has not collected the Finished Products from the Third Party within one week after DeKo Solutions has notified that the Finished Products are ready, DeKo Solutions has the right to charge additional storage costs. If the Client does not accept these costs, it must collect the Finished Products without further delay.

Article 11. Term

- 11.1. If the Client does not provide the required Products and information on time or correctly, or if the Client does not deliver this on the agreed date, the deadline will be automatically extended. Furthermore, DeKo Solutions has the right to recover any damage or loss resulting from the downtime of the process, such as reserved working time.
- 11.2. Any stated delivery period is by approximation only and does not constitute a final deadline within the meaning of the law. Exceeding the delivery period does not entitle the Client to terminate the Agreement, claim damages or any other form of compensation.
- 11.3. If it has been expressly agreed In Writing that delivery must take place at a specific time, and DeKo Solutions exceeds this term, DeKo Solutions will in no event be liable for any damage or loss suffered.

Article 12. Invoicing and payments

- 12.1. Invoicing takes place at the time the Client collects the Finished Products from the Third Party.
- 12.2. DeKo Solutions has the right to invoice partly in advance, for example in the case of the production of a Design. In such a case, DeKo Solutions will only commence performance of the Agreement after the down payment has been received.
- 12.3. The invoice will be sent to the Client by e-mail.
- 12.4. Payments must be made within the payment term stated on the invoice, which is usually fourteen days after the invoice date, unless otherwise agreed In Writing. If no specific payment term is stated, payment must be made within fourteen days of receipt of the invoice. Payments must be made in the manner specified by DeKo Solutions, into the account number specified by DeKo Solutions.
- 12.5. If the Client fails to pay on time, it will be in default by operation of law, without any further notice of default being required. In the event of default, the Client will owe statutory commercial interest on the outstanding amount, as well as all costs associated with the collection of the claim, both judicial and extrajudicial costs, subject to a minimum of 15% of the outstanding amount.
- 12.6. If the Client continues to fail to meet its payment obligations after having received a reminder and/or notice of default, DeKo Solutions is entitled to terminate the Agreement in whole or in part, without any compensation being owed to the Client. All costs incurred by DeKo Solutions in connection with the dissolution, including any compensation, will be payable by the Client.
- 12.7. Any objection regarding the invoice must be submitted to DeKo Solutions In Writing, supported with reasons, within 10 days of the invoice date, under penalty of forfeiture of rights. Such an objection does not suspend the Client's payment obligation.
- 12.8. If the Client's company is liquidated, files for bankruptcy, applies for a suspension of payments or if goods of the Client are seized, any claims of DeKo Solutions on the Client will become immediately due and payable.

Article 13. Suspension and dissolution

- 13.1. DeKo Solutions is authorised to suspend the performance of the Agreement with immediate effect or to terminate the Agreement by means of a Written statement without judicial intervention if:
 - a. if, after the Agreement is entered into, DeKo Solutions becomes aware of circumstances causing DeKo Solutions to have reasonable fear to assume that the Client will fail to meet its obligations;
 - b. the Client has failed to fulfil one or more of its obligations towards DeKo Solutions;
 - c. the Client requests a suspension of payments or such request is granted to the Client;
 - d. the Client is declared bankrupt or a request to that effect is filed;
 - e. the Client is unable to pay its debts;
 - f. the Client proceeds to terminate or liquidate its business.

- 13.2. If DeKo Solutions decides to suspend or dissolve the Agreement, it will not in any way be obliged to pay compensation or costs ensuing from this.
- 13.3. DeKo Solutions at all times reserves the right to claim compensation, including all costs incurred to date, purchased (packaging) materials and lost profits.

Article 14. Right of retention

DeKo Solutions is entitled to suspend the delivery of Products or Finished Products that the Third Party has in its possession in the context of the relevant Agreement until the Client has fully complied with all its obligations to compensate DeKo Solutions for all damage or loss suffered by it and to pay all outstanding amounts, including interest and costs.

Article 15. Force majeure

- 15.1. Force majeure is taken to mean any situation that makes it impossible or seriously difficult for DeKo Solutions to fulfil an obligation, in which DeKo Solutions is not deemed to bear the risk of that situation in accordance with the intention of the relevant obligation. These situations include, but are not limited to, strikes or work stoppages (both organised and spontaneous), machine breakdowns or operational disruptions, contamination in the production process or the product itself, transport problems, epidemics, pandemics, blockades, fire, war, the threat of war, boycott, riots, terrorism, import and export restrictions, government measures, extreme or severe weather conditions, shortages on the raw materials market or other shortages, theft, power failure, natural disasters, cybercrime, company closures and failure to perform on the part of one or more (sub)suppliers of DeKo Solutions or the Third Party.
- 15.2. In the event of force majeure, DeKo Solutions will immediately notify the Client. As long as the force majeure continues, DeKo Solutions is not obliged to fulfil the obligation to which the force majeure relates. In the event of force majeure, the Client will not be entitled to any compensation.
- 15.3. If DeKo Solutions is prevented from performing the Agreement (or to continue its performance) due to force majeure, either temporarily or permanently, the Client will have the right to terminate the Agreement, in whole or in part, by means of a Written statement, without the need for judicial intervention and without any obligation to pay compensation. This does not affect DeKo Solutions' right to payment for anything delivered before the force majeure situation arose.

Article 16. Liability, indemnity and limitation period

- 16.1. DeKo Solutions is not obliged to pay any compensation as a result of damage or loss which is the direct or indirect result of:
- a. an event which is in fact beyond its control and can therefore not be attributed to its actions, as described in Article 15 of these general terms and conditions;
 - b. any act or omission by the Client, or its subordinates and/or other persons, deployed by or on behalf of the Client.
- 16.2. The Client is at all times responsible for the correctness and completeness of the data supplied by it, including the design, texts and images supplied by the Client. DeKo Solutions is never liable for any damage or loss (partly) caused by data supplied by the

Client being incorrect and/or incomplete. The Client indemnifies DeKo Solutions against all claims in this respect.

- 16.3. DeKo Solutions is not liable for the errors of Third Parties that are engaged for the performance of the Agreement. The application of Article 6:76 of the Dutch Civil Code is explicitly excluded.
- 16.4. DeKo Solutions is not liable for Products processed by the Third Party and acts solely as an intermediary, making every effort to supervise the work to the best of its ability. DeKo Solutions accepts no liability for damage to Products or Finished Products resulting from actions of customers or personnel of the Third Party. The Client is aware that DeKo Solutions outsources work to sheltered workshops and penitentiary institutions and acknowledges the possibility of work not being carried out correctly or Products being damaged during processing. DeKo Solutions and the Third Party always reserve the right to repair any work that has not been carried out correctly. If the Third Party carries out the work again, the additional costs resulting from this will be payable by the Client, without the possibility of recovering these costs from DeKo Solutions. DeKo Solutions is not liable for any additional costs incurred in connection with the delivery of new Products, the transport of new Products or for the retrieval of Finished Products from shops or other points of sale.
- 16.5. DeKo Solutions will at all times be exempt from any liability for direct or indirect damage, loss, costs or claims, even if these arise from work carried out by the Third Party within the framework of the assignment. Having work carried out by a Third Party will be exclusively at the Client's risk. DeKo Solutions does not provide any warranty on the work performed by the Third Party, nor does it accept any liability for the quality, suitability or timeliness of such work.
- 16.6. DeKo Solutions is in no way responsible for dangerous situations and accidents involving or due to the use of the Finished Product. DeKo Solutions is not liable for damage, such as physical injury, death, material damage or damage to third parties resulting from the use or sale of the Finished Product. The use and sale of the Finished Product is entirely at the Client's risk.
- 16.7. DeKo Solutions is never liable for any indirect or consequential damage or loss, including lost profits, lost turnover, reputational damage, lost savings, losses due to delays, transport costs, environmental damage, storage costs, labour costs, direct trading loss, losses due to delays and interruptions in production and business, loss of data and imposed fines or other (government imposed) sanctions.
- 16.8. If DeKo Solutions is liable for damage or loss suffered by the Client, DeKo Solutions' obligation to pay compensation will at all times be limited to the maximum amount paid out by its insurer in the appropriate case. If the insurer does not pay out, or if DeKo Solutions is not insured for the relevant damage or loss, DeKo Solutions' obligation to pay compensation is limited to a maximum of once the agreed consideration for the part of the performance of the Agreement to which the liability relates.
- 16.9. The Client agrees that, given the fact that there is or may be a major difference between the damage or loss suffered by the Client due to delivery of a defective Finished Product and/or incorrect execution of the work and the consideration that the Client owes to DeKo Solutions for the performance of the Agreement, the liability limitations included in these general terms and conditions are deemed reasonable.

- 16.10. Without prejudice to the above, the Client will indemnify and hold harmless DeKo Solutions from and against all third-party claims for compensation, including claims from the Client's own personnel, arising from damage or loss caused by a Finished Product manufactured by DeKo Solutions in accordance with the Client's instructions, or from a defect in a Finished Product in which a product/packaging material manufactured/supplied by DeKo Solutions has been incorporated, including claims for compensation based on statutory provisions regarding product liability.
- 16.11. The Client will indemnify DeKo Solutions against all damage or loss suffered by DeKo Solutions on account of third-party claims as a result of or in connection with the performance of the Agreement by DeKo Solutions, unless such damage or loss is the result of deliberate recklessness or intent on the part of DeKo Solutions.
- 16.12. Any claim for compensation by the Client lapses 6 months after delivery of the Finished Product or after completion of the work to which the claim relates.

Article 17. Complaints

- 17.1. Complaints must be submitted to DeKo Solutions In Writing and, under penalty of forfeiture of rights, within fourteen days after collection of the Finished Products, with a clear and detailed description of the nature, scope and grounds of the complaint. Complaints that are not submitted within this period will not be processed.
- 17.2. Minor deviations that are reasonably considered permissible do not constitute grounds for a complaint.
- 17.3. If the Client demonstrates that the work carried out by the Third Party is defective and that the margin of error is greater than usual given that it involves manual labour, DeKo Solutions' obligation will be limited to contacting the Third Party and requesting the Third Party to re-do work, free of charge.
- 17.4. If the Third Party who carried out the work considers the complaint to be justified, DeKo Solutions will accept the solution offered by the Third Party. This includes both the proposed solution and the maximum amount the Third Party is willing to pay. DeKo Solutions cannot be held liable for the remaining amount or similar costs. DeKo Solutions and the Third Party reserve the right to re-do the work. If, after the work is re-done, it appears that the result is still not correct, the Third Party may decide to indemnify the Client. However, if the Third Party decides not to indemnify, DeKo Solutions cannot be held liable. The indemnification will never be higher than the invoice value of the relevant assignment.
- 17.5. Lodging a complaint does not suspend the obligation to pay. The Client remains obliged to pay the invoice amount, even if a complaint has been submitted.
- 17.6. If the Third Party decides to re-do the work, the Client will remain responsible for the costs incurred for returning the Finished Products and for supplying new Products. DeKo Solutions will never reimburse these costs, unless the Third Party reimbursed these costs to DeKo Solutions. In all cases, DeKo Solutions is not liable for the costs of returning the Finished Products or for supplying new Products.

17.7. DeKo Solutions' liability is at all times limited to what is set out in Article 16.

Article 18. Expiry period

Insofar as not stipulated otherwise in these general terms and conditions, the Client's rights of action, of whatever nature, vis-à-vis DeKo Solutions will in any event expire one year after the Client becomes aware or could reasonably have become aware of the existence of these rights.

Article 19. Applicable law and competent court

19.1. These general terms and conditions, as well as the Agreement, are governed by Dutch law.

19.2. Any disputes between the Parties will be submitted exclusively to the competent court in the district where DeKo Solutions is established.

These general terms and conditions come into effect on 19 December 2024.