

General Terms & Conditions and conditions of sale from Cootjans Beheer BV - CobaMed

Article 1 Definitions

- 1.1 CobaMed is a trade name of Cootjans Beheer B.V., registered in the Dutch trade register under number 17064936 "CobaMed"; " **agreement**" refers to these General Terms and Conditions of Sale, together with the relevant quotations or order confirmations provided by CobaMed or concluded agreements, which include the conditions and provisions for the delivery of Products by CobaMed to the Customer; " **Products**" means the Products offered and delivered by CobaMed; and "**Customer**" means any person or legal entity entering into an agreement with CobaMed.

Article 2 Applicability

- 2.1 These General Terms and Conditions of Sale apply to all offers and/or agreements made by CobaMed to or entered into with a Customer as well as to the execution thereof.
- 2.2 These General Terms and Conditions of Sale apply to the exclusion of the general terms and conditions of purchase or other conditions applied by the Customer. Deviating terms or conditions only apply if and insofar as these have been explicitly agreed separately in writing between CobaMed and the Customer for each individual agreement.
- 2.3 The Customer can never derive any right from a one-off agreed deviation from these terms and conditions or non-application of these terms and conditions by CobaMed with regard to other agreements with CobaMed.
- 2.4 Customer with whom an agreement has been concluded to which these General Terms and Conditions of Sale apply, agrees to the application of the General Terms and Conditions of Sale to all further agreements, unless otherwise agreed in writing.
- 2.5 In the event of a conflict between the agreements concluded by CobaMed and these conditions, the agreements in the relevant agreement prevail.
- 2.6 CobaMed reserves the right to change these terms and conditions at any time. These changes will apply fourteen days after the date of publication by CobaMed to the Customer. Agreements already concluded shall continue to be subject to the conditions in force on the day the agreement was concluded.
- 2.7 If any provision in these terms and conditions is deemed void or otherwise non-binding by a competent court, that provision will be read in such a way that its conflict or nullity is lifted. The other provisions of these terms and conditions shall remain in full force and effect in that case.

Article 3 Offers, assignments and agreements

- 3.1 All quotations and offers from CobaMed are without obligation. Orders and acceptances of offers by the Customer are irrevocable.
- 3.2 CobaMed reserves the right to withdraw an offer made up to five working days after receipt of the acceptance. If it makes use of this power, no agreement will be concluded.
- 3.3 CobaMed is always entitled to change the specifications as indicated in its quotations.
- 3.4 CobaMed is only bound by a quotation if a written purchase agreement has been concluded between CobaMed and the Customer that has been signed by both parties.
- 3.5 Inaccuracies in CobaMed's order confirmation must be notified in writing to CobaMed within 2 days of the date of the order confirmation, failing which the order confirmation is deemed to accurately and fully reflect the agreement and the Customer is bound by it.
- 3.6 CobaMed is authorized to make changes to the Products, packaging, descriptions and instructions for use in case of delivery problems with regard to raw materials, changed government regulations regarding raw materials or products, or to improve products.
- 3.7 Verbal commitments or agreements by or with its staff only bind CobaMed if this has been confirmed in writing by the statutory representative of CobaMed to the Customer.
- 3.8 CobaMed has the right to engage one or more third parties at its own discretion for the execution of the assignment.
- 3.9 These General Terms and Conditions of Sale apply in full to any changes to the agreement.
- 3.10 The fact that CobaMed delivers to the Customer and/or has previously delivered to the Customer or has provided services for the Customer, does not entitle the customer to any future deliveries by CobaMed. A lasting relationship is therefore not established, unless an explicitly stated written agreement to the contrary. CobaMed is not obliged to give any reason for the refusal to deliver the Customer in the future.

Article 4 Data

- 4.1 Customer guarantees the accuracy, completeness and reliability of the data and information provided by or on his behalf to CobaMed. CobaMed is not obliged to examine the accuracy, completeness or reliability of this data provided to it.
- 4.2 CobaMed is only obliged to (further) execute the assignment, if the Customer has provided all data and information required by CobaMed.
- 4.3 If the necessary data for the execution of the agreement are not, not available to CobaMed in time or not in accordance with the agreements or if the Customer otherwise does not comply with its obligations, CobaMed also has the right to charge the resulting costs according to the usual rates.
- 4.4 If and insofar as CobaMed suffers direct or indirect damage because the data and/or information provided by the Customer are incorrect and/or incomplete, the Customer is obliged to fully compensate CobaMed for that damage.

Article 5 Conformity

- 5.1 All statements by CobaMed of quantities, quality and/or other characteristics with regard to its Products are done with as much care as possible. However, CobaMed cannot guarantee that no deviations will occur in this respect. CobaMed is not liable for possible deviations. These tasks are therefore approximate and are without obligation. Customer must check compliance with quantities, quality, and/or other characteristics specified by CobaMed or agreed with CobaMed upon receipt of the Products.
- 5.2 Images, descriptions, catalogues, brochures, advertising material, price lists and information and offers displayed on the website do not bind CobaMed.
- 5.3 Slight deviations from product specifications and quality will never give rise to any advertising, refusal to accept the delivery or dissolution of the agreement or delay in the payment of the price.
- 5.4 Any errors, omissions or defects of any kind with regard to the labels, raw materials, etc. must be reported by the Customer to CobaMed in writing without delay. In that case, the Customer must keep the Products and not continue to sell, trade and/or otherwise distribute them.
- 5.5 If the Customer (re)sells, trades and/or otherwise makes Products available to third parties, the Customer does so entirely at his own expense and risk. Customer shall indemnify CobaMed against claims of third parties based on or arising from the sale, marketing or further distribution of Products, which contain errors, omissions or inaccuracies of any kind.
- 5.6 The Customer must ensure that the Products to be ordered and/or ordered by him comply with all regulations set out in the country of destination by the government and in general are suitable for the use intended by the Customer. The use of the Products as well as the compliance with the provisions of the government is at the risk of the Customer.
- 5.7 If a sample and/or example has been shown or provided by CobaMed, this is presumed to have been shown or provided only by way of indication: the qualities of products to be delivered may differ slightly from the model and/or example, unless CobaMed explicitly states that it would be delivered in accordance with the model and/or example shown or provided.

- 5.8 The Customer is obliged to carefully examine the models and/or examples received by him or not at his request from CobaMed for errors and defects and to return them to CobaMed corrected or approved with due urgency.
- 5.9 Models or examples approved by the Customer are binding on the execution of the assignment and are a confirmation that the work prior to the models or examples has been carried out properly and correctly. Products manufactured and work carried out in accordance with approved models and/or examples can therefore not give rise to complaints and/or any form of liability.
- 5.10 The Customer is expressly not permitted to remove or change any warning or instructions for use on the labels and/or packaging.

Article 6 Products with limited shelf life

- 6.1 The Customer is aware that the Products supplied by CobaMed may concern products with a limited shelf life. CobaMed always indicates the expiry date on the packaging. Customer guarantees that Products will no longer be sold, offered and/or distributed from 2 months prior to the expiry date.
- 6.2 The Customer indemnifies CobaMed against any claim by third parties for compensation for damage resulting from the use of the Products after the expiry date and/or the result of non-compliance with the retention instructions, as well as against the resulting costs for CobaMed.

Article 7 Intellectual

- 7.1 All intellectual and industrial property rights relating to the Products and their names, and with regard to everything CobaMed develops, manufactures or provides, including packaging, advertising material and images, belong to CobaMed.
- 7.2 Customer is not permitted to remove or modify any indication of trademarks, trade names or other intellectual property rights of the Products. Customer will only offer, sell and/or distribute the Products under the brand, logo and packaging that CobaMed has assigned to the Products.

Article 8 Pricing

- 8.1 Prices specified by CobaMed or agreed with CobaMed are based on Incoterms 2020. Depending on the agreed Incoterm, export duty costs and other taxes and/or levies shall be imposed or levied in respect of the goods, transport, storage, repackaging, insurance, customs clearance and import duties inclusive or exclusive. Prices always do not include BTW.
- 8.2 In the event of a change in the prices (calculated by suppliers to CobaMed) and/or changes in (other) price-determining factors, such as exchange rates, production costs, transport, storage costs taxes, etc., after an offer to or an order from the Customer, CobaMed is always entitled to change the prices accordingly. CobaMed will notify the Customer of the aforementioned changes at the moment that the changes are known to CobaMed and substantiate any price adjustments in writing.
- 8.3 The changes in the price referred to in the previous paragraph do not give the customer the right to cancel, terminate or dissolve the agreement in any way. If, as a result of these changes, the price agreed by CobaMed and the Customer for the Products is increased by more than 20%, the Customer has the right to dissolve the agreement if desired.
- 8.4 If there are force majeure situations that prevent the products from being purchased for the original prices, CobaMed is entitled to change the prices accordingly. In such a case, the Customer is entitled to dissolve the agreement.
- 8.5 The prices stated on the CobaMed website are without obligation and are subject to change.

Article 9 Packaging, transport and storage

- 9.1 CobaMed determines the way in which the Products are packaged, unless otherwise agreed in writing. The prices are based on the delivery of separate non-pelleted packaging boxes. Delivery on pallets can be carried out at an additional cost and specific agreements are recorded in the order confirmation.
- 9.2 If the customer prefers a different mode of transport, CobaMed is not liable for delay or damage resulting from this mode of transport.
- 9.3 CobaMed can, if desired at an additional cost, take care of temporary storage and the execution of partial deliveries. Specific agreements are laid down for this purpose in the order confirmation or purchase agreement.
- 9.4 Customer takes care of unloading facilities for 20ft or 40ft sea freight containers, such as a loading dock. Different wishes for unloading the goods must be indicated by the customer at the order confirmation and confirmed by CobaMed. Any additional costs may be passed on by CobaMed to the customer.
- 9.5 The customer is responsible for unloading the goods from the sea freight container, unless different agreements have been made about this in the order confirmation.

Article 10 Delivery time and delivery

- 10.1 The delivery times specified by CobaMed and the delivery times agreed with it have been approximated and cannot be considered as a deadline. Exceeding the delivery time does not oblige CobaMed to pay compensation and does not give the Customer the right not to fulfil or suspend its obligations arising from the agreement.
- 10.2 The delivery time is extended by the duration of the delay that arises on the part of CobaMed as a result of the Customer's failure to comply with any obligation arising from the agreement or to request cooperation from him with regard to the execution of the agreement.
- 10.3 The Customer is obliged to collect the Products offered by CobaMed to him for delivery in accordance with the agreed Incoterm 2020 on the agreed date or to receive them upon delivery.
- 10.4 If the Customer does not collect the Products or does not receive them on the agreed delivery date or within the agreed delivery period, these will be stored at the expense and risk of the Customer for as long as CobaMed deems it desirable.
- 10.5 CobaMed is authorized to execute an agreement in parts and to demand payment of that part of the agreement that has been executed.

Article 11 Force majeure

- 11.1 If CobaMed is prevented from fulfilling the agreement due to force majeure, it is entitled to suspend the execution of the agreement. In that case, the Customer is not entitled to compensation for damage, costs or interest. CobaMed also has the right to invoke force majeure if the circumstance prevents that (further) performance after CobaMed should have complied with the agreement.

- 11.2 Force majeure includes: extreme weather conditions, local lockdown or restrictive measures in the country of origin due to viruses such as COVID-19, fire, flooding, accident, illness, pandemic, strike or staff shortage, disruption of energy supply, transport problems, cyberterrorism or other types of cyber attacks, security incidents, whether intentional or not, corrupting or loss of data, disturbing legal provisions, lack of raw materials or raw materials that are no longer (or no longer) suitable or available, defects in or damage to equipment or machines, unforeseen problems with the production or transport of the Products, the late delivery of goods or services by third parties engaged by CobaMed and other circumstances not dependent on cobamed's will that permanently or temporarily prevent delivery of the Products.
- 11.3 If, in cobaMed's opinion, the force majeure is of a temporary nature, it has the right to suspend the execution of the agreement until the circumstance causing force majeure no longer occurs.
- 11.4 If there is a force majeure situation, CobaMed is entitled to dissolve the agreement for the non-executable part by a written statement. If the force majeure situation lasts longer than 4 weeks, the Customer is also entitled to dissolve the agreement for the non-executable part by a written statement.
- 11.5 If CobaMed has already partially fulfilled its obligations upon the occurrence of the force majeure situation or can only partially fulfil its obligations, it is entitled to invoice the already delivered or the deliverable part separately and the Customer is obliged to pay this invoice as if it were a separate agreement.

Article 12 Defects and advertising

- 12.1 CobaMed guarantees that the delivered Products comply with the agreement, the specifications stated in the offer and the legal provisions and/or government regulations existing on the date of the conclusion of the agreement.
- 12.2 All Products are provided with an SGS report upon delivery, or a report from another known organization, belonging to the production lot number of the delivered products.
- 12.3 If defects occur in the Products delivered by CobaMed, it will (have) repaired these defects, apply a reasonable price reduction, or deliver the Product concerned again, all this solely at cobamed's discretion. This warranty applies until the expiry date.
- 12.4 Minimal deviations with regard to quantities, weight, color and the shape of the Delivered Products are inherent in the nature of the Products and cannot be classified as defective. Deviations that fall within the specifications applicable to the products in question or all circumstances taken into account, have no reasonable or a minor influence on the user value of the Products, are always considered to be deviations of minor importance and therefore do not lead to an (attributable) shortcoming of CobaMed.
- 12.5 Any processing or processing of the Products delivered by CobaMed is at the customer's own risk. The Customer indemnifies CobaMed against all claims of third parties arising from any processing or processing of the Products delivered by CobaMed.
- 12.6 Any right to complain shall lapse if the Products have been improperly transported, treated, used, processed or stored by or on behalf of CobaMed by or on behalf of the Customer, or the usual measures/regulations for the products in question have not been observed, as well as if the Customer fails to comply with any obligation towards CobaMed arising from the underlying agreement for him, not properly or not in a timely manner.
- 12.7 The Customer must carefully inspect the delivered Products immediately after receipt and check whether they comply with the agreement, failing which any right to advertising and/or replacement expires. Any advertisement with regard to the quantity of Products delivered and/or transport damage must be registered on the consignment note or delivery note, failing which the quantities mentioned on the consignment note or delivery note are fixed between the parties.
- 12.8 The Customer must report any complaints about Products, including shortcomings in the execution of an agreement, to CobaMed in writing within 24 hours after the Customer has discovered or could reasonably have discovered the defect, stating all relevant data. In the absence of timely advertising, any claim against CobaMed will lapse.
- 12.9 If the Customer complains, he is obliged to offer CobaMed the opportunity to carry out an inspection and to determine the shortcoming. The Customer is obliged to keep the Products complained about at the disposal of CobaMed, failing which any right to performance, repair, dissolution and/or (damage) compensation expires.
- 12.10 Return to CobaMed of sold Products, for whatever reason, can only take place after prior written authorization and shipping and/or other instructions from CobaMed. The Products remain at the expense and risk of the Customer at all times. The transport and all associated costs are at the expense of the Customer. CobaMed will reimburse the reasonable transport costs if it is established that there is an attributable shortcoming on the part of CobaMed.
- 12.11 Any defects regarding part of the delivered Products do not entitle the Customer to reject or refuse the entire lot of delivered Products.
- 12.12 The Customer must notify CobaMed in writing of any inaccuracies in Invoices of CobaMed within 5 working days of the invoice date, failing which the Customer is deemed to have approved the invoice.
- 12.13 Complaints do not suspend the Customer's purchase and payment obligations.
- 12.14 After finding a shortcoming in a Product, the Customer is obliged to do all that prevents or limits damage, including any immediate cessation of use, processing or processing and marketing.

Article 13 Retention

- 13.1 CobaMed reserves the ownership of the delivered and the Products to be delivered, until all amounts owed by the Customer to CobaMed, including but not limited to amounts due under other agreements concluded between the Customer and CobaMed, have been paid in full by the Customer.
- 13.2 If the Customer is in default of fulfilling its obligations or gives CobaMed good reason to fear that it will fail in those obligations, CobaMed is entitled to have the Products belonging to it retrieved from the place where they are located at the Customer's expense. In this context, CobaMed is entitled to enter the (Company) space of the Customer.
- 13.3 The Customer is not entitled to ent charge the products that have not yet been paid in any way, to give them to a third party in any way in security or to transfer ownership thereof. The Customer is obliged to keep the Products delivered under retention of title with due care and as recognizable property of CobaMed.
- 13.4 The Customer is obliged to insure the Products against fire and water damage and theft for the duration of the reserved property.

Article 14 payment

- 14.1 Unless otherwise agreed in writing, payment of CobaMed's invoices must be made immediately upon receipt of the Products in the currency indicated on the invoice and only in the manner indicated on the invoice. The day of payment is the day of credit to CobaMed's bank account.
- 14.2 CobaMed has the right at any time to claim full or partial prepayment and/or otherwise obtain security for payment. The customer is obliged to provide CobaMed with convening security at an initial request.
- 14.3 CobaMed has the right to invoice partial deliveries separately.
- 14.4 In the event that the Customer has made a deposit, it will be settled against the final invoice that will be sent to the Customer upon delivery of the Products. If the delivery obligation is not met, any deposits will be refunded.

- 14.5 The Customer waives any right to suspension and set-off, nor does it grant him a right of retention over the Products. CobaMed is always entitled to set off all that it owes to the Customer against what the Customer and/or customer affiliates, whether or not payable, owe CobaMed.
- 14.6 If no timely payment is received, the Customer shall owe an interest payment of 1% per month, calculated from the due date up to and including the day of payment, in default and without further notice of default on the invoice amount, whereby part of a month is considered as a whole month and the right of CobaMed to claim its full damages is indemnified.
- 14.7 All costs associated with the recovery are at the expense of the Customer. The extrajudicial collection costs amount to at least 15% of the amount to be recovered with a minimum of EUR 200,-.
- 14.8 The entire invoice amount is immediately and fully due and payable in the event of non-punctual payment of an agreed term on the due date.
- 14.9 Payments made by the Customer always serve first to settle the costs owed, then to settle the interest due and then to settle the due invoices that have been outstanding for the longest time, even if the Customer states that the payment relates to a later invoice.

Article 15 cancellation

- 15.1 Customer may not cancel a given order. If the Customer nevertheless cancels a given order in whole or in part, he is obliged to reimburse CobaMed 30% of the order amount, as stipulated in the purchase agreement.

Article 16 Liability and indemnification

- 16.1 CobaMed is not liable for direct and/or indirect damage of the Customer of any kind, including property damage, immaterial damage, lost income, stagnation damage, reputational damage and any other consequential damage, caused by any cause, unless there is intent or deliberate recklessness on the part of CobaMed.
- 16.2 CobaMed is also not liable in the sense referred to above for acts of its employees or other persons that fall within its sphere of risk, including (gross) negligence or intent on the part of these persons.
- 16.3 CobaMed is not liable for damage of any kind that arises because or after the Customer has processed or processed the Products after delivery, has (re)delivered to third parties, has either had them processed or processed or has had them delivered to third parties.
- 16.4 CobaMed is not liable for (the consequences of) deviations, errors and defects that have gone unnoticed in the models or examples approved or corrected by the Customer.
- 16.5 The Customer indemnifies CobaMed, its employees and its auxiliaries engaged for the execution of the agreement against any claim of third parties, including claims based on product liability, in connection with the execution by CobaMed of the agreement, regardless of the cause, as well as against the resulting costs for CobaMed.
- 16.6 Damage to Products caused by damage or destruction of packaging of the Products is at the expense and risk of the Customer.
- 16.7 In all cases where CobaMed is obliged to pay compensation, it will never exceed the invoice value of the delivered Products, which or in connection with which damage has been caused. Moreover, if the damage is covered by CobaMed's company liability insurance, the compensation will never exceed the amount actually paid out by the insurer in the relevant case.
- 16.8 Any claim against CobaMed, unless it has been recognized by CobaMed, expires by the mere expiration of 12 months after the occurrence of the claim.
- 16.9 The Customer shall indemnify CobaMed as well as CobaMed employees against claims from third parties (including administrative and/or criminal fines), including cobamed employees, who suffer damage in connection with the execution of the agreement as a result of the actions or omissions of the Customer and/or the inaccuracy or incompleteness of data or information provided by or on behalf of the Customer.

Article 17 Recall

- 17.1 If the Customer becomes aware of a defect in the delivered Products (including packaging), which (possibly) affects safety, the Customer must immediately inform CobaMed about this by telephone and in writing (info@cobamed.com), stating (i) the name of the Products concerned; (ii) batch number; (iii) delivery date; (v) lack of description; and (vi) any other information that may be relevant.
- 17.2 The parties will consult on all measures to be taken in the circumstances. These measures may include the discontinuity of deliveries, the discontinuity of the production of Products, the blocking of the stocks of Products and/or the withdrawal. Only CobaMed is entitled to decide whether and which of these measures will be taken and how their implementation will take place.
- 17.3 The Customer must provide all reasonable cooperation in the implementation of the measures referred to in article 17.2 and bear the costs thereof, without prejudice to the provisions of these General Terms and Conditions of Sale.

Article 18 Protection of personal data

- 18.1 CobaMed will comply with obligations arising from related laws and regulations when collecting and (further) processing personal data and will take appropriate protective measures.
- 18.2 If CobaMed in its opinion should be considered a processor within the meaning of the GDPR, the Customer will, at CobaMed's first request, enter into and sign a written processing agreement with it in addition to the provisions of this article, in accordance with the model to be provided by CobaMed.
- 18.3 Customer indemnifies CobaMed against all claims of third parties (including in any case users and government agencies), government financial sanctions and costs (including legal aid costs), arising from a violation by the Customer of any legal regulation regarding the processing of personal data.

Article 19 representation

- 19.1 If the Customer acts on behalf of one or more others, he is liable to CobaMed, without prejudice to the liability of those others, as if he were the Customer himself.
- 19.2 If CobaMed concludes an agreement with two or more natural or legal persons, all Customers are always liable to CobaMed by roll-entity and for the whole.
- 19.3 If CobaMed concludes an agreement with a company in formation, the founders will remain liable for the whole even after ratification of the agreement.

Article 20 dissolution

- 20.1 CobaMed has the right to dissolve the agreement in whole or in part with immediate effect by means of a written statement and without notice of default if (i) the Customer does not properly, not timely or not comply with one or more of its contractual obligations; (ii) The customer goes bankrupt, requests (provisional) suspension of payment, a statutory debt restructuring scheme is declared applicable to him or proceeds to liquidation of his business; (iii) all or part of the Customer's property is seized; (iv) fundamental changes occur in the Customer's ownership or

control relationships; whether (v) there is good reason to fear that the Customer is or will not be able to comply with the obligations under the agreement.

- 20.2 If one of the circumstances referred to in paragraph 1 arises, the Customer is obliged to inform CobaMed immediately and everything CobaMed has to claim from the Customer will become immediately and immediately due and payable.
- 20.3 CobaMed is also authorized to dissolve the agreement if unforeseen circumstances arise with regard to persons and/or material that CobaMed uses or undertakes to use in the execution of the agreement, which are such that the execution of the agreement becomes impossible or so burdensome and/or disproportionately expensive that compliance with the agreement can no longer reasonably be required of it.
- 20.4 In the event of termination of the agreement by CobaMed on the basis of this article, CobaMed is never obliged to pay compensation. The Customer indemnifies CobaMed against claims from third parties that arise or are related to the dissolution and is obliged to indemnify CobaMed for this.

Article 21 Applicable law and competent court

- 21.1 Dutch law applies to the agreement(s) between CobaMed and the Customer.
- 21.2 Any international convention on the purchase of movable tangible property, the operation of which can be excluded between the parties, does not apply and is hereby expressly excluded. In particular, the applicability of the Vienna Sales Convention 1980 (CISG 1980) is excluded.
- 21.3 All disputes between CobaMed and the Customer will only be tried by the competent court of the District Court of Amsterdam, the Netherlands. By way of derogation from this provision, CobaMed also has the right and at any time to submit a dispute or claim to the competent court of the place where the Customer is established or has its actual registered office.

Article 22 Final provisions

- 22.1 The nullity or voidability of any provision of these terms and conditions or of agreements to which these terms and conditions apply shall not affect the validity of the other provisions. CobaMed and the Customer are obliged to replace provisions that are null and void or have been annulled with valid provisions with as much as possible the same scope as the void or annulled provision.
- 22.2 These General Terms and Conditions of Sale may be translated (freely). However, the Dutch version will remain leading at all times.

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