

GENERAL TERMS AND CONDITIONS OF IDCP GROUP B.V.

The text of these general terms and conditions is a translation of the general terms and conditions drawn up in Dutch that have (also) been submitted to the customer by IDCP (as defined here below) and declared applicable. No rights or claims can be derived from the text of the general terms and conditions, translated into English. In the event of contradictions or differences of interpretation between the Dutch and English text, the Dutch text of the general terms and conditions will prevail at all times.

1 GENERAL

- 1.1 These general terms and conditions have been filed at the office of the Chamber of Commerce under Chamber of Commerce number 32133422 and apply to all quotations, offers, assignments, agreements, by whatever name, concerning deliveries of products and / or services by IDCP Group B.V. or its subsidiaries, hereinafter referred to as **"IDCP"**, to third parties, hereinafter referred to as the **"customer"**, unless the parties have expressly agreed otherwise in writing.
- 1.2 These general terms and conditions always take precedence over other terms and conditions of the customer, by whatever name, unless the parties have explicitly agreed otherwise in writing.

2 QUOTES AND OFFERS

- 2.1 All quotations and offers from IDCP are without obligation and do not bind IDCP.
- 2.2 If an expiry period is included in a quotation or offer, IDCP is no longer obliged to maintain its offer after this period has expired.
- 2.3 An agreement as referred to in article 3 of these general terms and conditions does not always have to be preceded by a quotation or offer.
- 2.4 Every quotation or offer is based on the performance of the agreement under normal circumstances and working hours.

3 AGREEMENTS

- 3.1 Agreements are only concluded by written confirmation of the order, in whatever form, or after IDCP has commenced implementation of the order for the delivery of a product or service. If under certain circumstances, for example due to the nature, scope or urgency of the order, no order confirmation has been sent by IDCP, the invoice will be considered as such.
- 3.2 An acceptance that deviates from the offer made by IDCP counts as a new offer and can be rejected by IDCP at any time. In that case, an agreement is only concluded if and insofar as IDCP explicitly agrees in writing with the changes and / or additions made by the customer to the offer that IDCP originally made.
- 3.3 IDCP reserves the right at all times to withdraw an offer already accepted by the customer, whether or not laid down in a written agreement, within a reasonable period after IDCP has been informed of this acceptance. Revocation of an offer already accepted by the customer will never lead to any form of liability for damages for IDCP. The above-described right to revoke an offer that has already been accepted will lapse as soon as IDCP has sent a written order confirmation to that effect.

- 3.4 Verbal promises, agreements or other legal acts only bind IDCP if they have been made by expressly authorized representatives in writing or otherwise authorized to represent IDCP.
- 3.5 Articles 20 to 32 of these general terms and conditions only apply to offers from IDCP to a customer not acting in the exercise of a profession or business (hereinafter referred to as a **"consumer"** or **"consumers"**) and all contracts concluded between IDCP and a consumer at a distance. A distance contract is an agreement concluded between IDCP and the consumer within the framework of an organized system for distance sales of products and / or services, whereby up to and including the conclusion of the contract, exclusive or partial use is made of one or more means that can be used to conclude an agreement, without the consumer and IDCP having to be together in the same room at the same time (hereinafter the **"technique for distance communication"**). The agreement thus concluded between IDCP and the consumer is hereinafter referred to as the **"distance agreement"**). Unless stated otherwise, the articles preceding Article 20 apply to both business customers and consumers. In the event that the content of a provision in Articles 20 to 32 deviates in any way from the content of any provision in the preceding Articles 1 to 19 of these General Terms and Conditions, the provision as included in Articles 20 to 32 will prevail.

4 CANCELLATIONS

- 4.1 Cancellation of the agreement by the customer is only possible with the prior express written consent of IDCP. If IDCP agrees to cancellation of the agreement, it always has the right to charge the customer 10% of the principal sum as a result of loss of profit. In addition, the customer is obliged to pay all costs already incurred and damage suffered and to be suffered by IDCP in connection with the agreement.
- 4.2 Agreements pertaining to products specifically to be purchased by IDCP for the benefit of the customer cannot be canceled, unless the relevant products have not yet been purchased by IDCP and IDCP can still cancel the purchase itself. The provisions of the previous paragraph will also apply in such cases.
- 4.3 In case of cancellation, the customer cannot claim what has already been performed by IDCP.
- 4.4 Cancellation by the customer must always be made by registered letter addressed to IDCP.

5 DELIVERY AND COMPLAINTS

- 5.1 Unless otherwise agreed in writing, delivery takes place EXW (ex works, see Incoterms 2020). With regard to the delivery time, a product is considered to be delivered if it is available for transfer of possession to the customer, or at least can be brought under his control.
- 5.2 Delivery times are only approximate and are not binding on IDCP, unless the parties have explicitly agreed otherwise in writing. Exceeding the delivery time, for whatever reason, does not entitle the customer to full or partial dissolution of the agreement.
- 5.3 IDCP is at all times entitled to make partial deliveries. For the application of these general terms and conditions, each partial delivery is regarded as an independent delivery.
- 5.4 Exceeding the delivery period, or non-delivery, can only entitle the customer to compensation if the parties have explicitly agreed to such in writing. If IDCP is liable due to a delivery term being exceeded, this liability will always be limited to damage for which IDCP is insured, or at least should have been insured according to common opinion. Consequential damage is always excluded.

- 5.5 Products that have not been purchased by the customer after the expiry of the delivery period, remain at the disposal of IDCP and are stored by IDCP at the expense and risk of the customer.
- 5.6 The customer is obliged to check delivered products and / or work performed on delivery for any shortcomings or damage and to communicate these as soon as possible (but in the event of visible defects at the latest within three days after delivery of the products or the execution of the work that has been carried out) to IDCP in writing, stating the facts to which the complaint relates. Complaints in the event of invisible defects must be made immediately after discovery, but in any case within the applicable warranty period, also by means of a specified written notification. If the aforementioned terms are exceeded, any claim against IDCP will lapse in respect of the defects in question. Under penalty of forfeiture, legal claims with regard to shortcomings or damage must be instituted within one year after a timely complaint.
- 5.7 Minor and / or customary deviations and differences in quality, color, size, etc. can never be grounds for complaints.
- 5.8 If the customer has not made a complaint within the period referred to in paragraph 6, he is deemed to have approved the delivered goods and loses all rights and powers that are available to him in this regard under the law.
- ## 6 LEGAL REQUIREMENTS
- 6.1 The products delivered by IDCP will comply with the statutory regulations applicable in the Netherlands on the day of the conclusion of the agreement, including those relating to safety.
- 6.2 If between the date of conclusion of the agreement and the delivery, amended statutory regulations come into effect, of which it is known in advance that they will come into effect before delivery, the products concerned will be adapted to these new regulations if possible. All related costs are borne by the customer.
- ## 7 WARRANTY
- 7.1 The warranty stated in this article does not affect the statutory rights (including the right under Book 7 of the Dutch Civil Code that the item complies with the agreement on delivery) that the consumer has on that account.
- 7.2 IDCP only warrants the quality of the products in the condition they are in at the time of delivery and only warrants that the products have the characteristics that are necessary for their normal use.
- 7.3 IDCP does not grant any other warranty on the products it supplies than that provided by its suppliers. The warranty concerned applies exclusively during the warranty periods set by its suppliers.
- 7.4 The warranty provided by IDCP through its suppliers means that IDCP will repair or replace the products after it has received the defective, returned products from the customer. The warranty does not oblige IDCP to credit any invoice amounts.
- 7.5 IDCP does not provide a warranty on delivered second-hand products, unless the parties have explicitly agreed otherwise in writing.
- 7.6 Warranty claims lapse:
- if the customer has not notified IDCP of the defects specified and in writing within five days of the day on which the defects were discovered, or at least could reasonably have been discovered;
 - if the customer cannot demonstrate that the instructions and directions for use, maintenance and operation provided by IDCP or the relevant supplier have been followed correctly;
 - if the customer or third parties have carried out repairs or other types of work to the delivered items without the express written permission of IDCP, or have made changes to them;
 - if the customer does not or not fully comply with any obligation arising from the agreement or a related agreement, or obstructs IDCP in its investigation into the cause of the defect;
 - from the moment the products are incorporated into other products;
- 7.7 If IDCP replaces products in the fulfillment of its warranty obligations, the replaced products become the property of IDCP.
- 7.8 IDCP does not guarantee the capacity, characteristics or legal permissibility of the products supplied by IDCP, if they are used in a way other than intended or if changes are made to the products by the customer or third parties without IDCP's consent.
- ## 8 RETENTION OF TITLE AND RIGHT OF RETENTION
- 8.1 All products delivered by or on behalf of IDCP remain the property of IDCP and at the expense and risk of the customer until all claims that IDCP has or obtains on the customer under any agreement have been paid in full. Except with the express written permission of IDCP, the customer is not entitled to encumber these products.
- 8.2 If the customer fails to fulfill any obligation under the agreement, under these general terms and conditions or for any other reason, IDCP is entitled, without further notice of default, to take back the products. In such a case, IDCP is entitled to unhindered access to the products it supplied. The customer will moreover fully cooperate with IDCP to enable IDCP to exercise its retention of title.
- 8.3 The customer is obliged to immediately notify IDCP in writing of the fact that third parties are asserting rights to products that are subject to IDCP's retention of title.
- 8.4 As security for a correct payment of all claims, for whatever reason, by entering into an agreement with the customer IDCP also obtains an undisclosed pledge as security on all products that IDCP has delivered and which are still in possession of the customer.
- 8.5 The products delivered by IDCP are at the expense and risk of the customer from the moment of delivery, even if the ownership has not yet been transferred. Until full payment is made, the customer is obliged to insure the products sufficiently against fire, theft, claims from third parties and its own risk. The customer is deemed to have assigned his rights arising from this insurance agreement to IDCP until full payment is made. At the request of IDCP, the customer must provide the name of the insurance company concerned.
- 8.6 IDCP is not obliged to any indemnification of the customer for his liability as holder of the products.
- 8.7 The customer indemnifies IDCP against claims that third parties have or will have against IDCP that can be associated with the retention of title.
- 8.8 If the customer does not or partially does not pay the costs associated with the implementation of the agreement, IDCP is at all times entitled to exercise the right of retention on all those products to which the implementation of the agreement relates and which it actually has in its possession under the agreement.
- ## 9 RETURNS
- 9.1 Return of products, other than due to incorrect delivery, is only possible if IDCP has explicitly agreed to this in writing.
- 9.2 Products that are not in good condition, or whose packaging is not in good condition (anymore), cannot be returned to IDCP, such solely at the discretion of IDCP.

- 9.3 Return shipments must be accompanied by a packing slip, on which the date and number of the delivery note or IDCP's invoice are stated. Products that cannot be shown to have been delivered by IDCP are not eligible for credit. This also applies to products of which the number does not correspond to the standard packaging unit.
- 9.4 Credit notes relating to the products returned by the customer are calculated according to the prices and discounts applicable on the date of crediting. However, the amount of the credit note will never exceed the amount of the related debit invoice.

10 PRICES

- 10.1 The prices stated by IDCP are net prices and are exclusive of turnover tax and other governmental charges pertaining to the sale and / or delivery and / or execution of the agreement. The prices stated by IDCP are based on prices as they apply on the day of the offer.
- 10.2 Unless otherwise agreed in writing, prices are based on EXW delivery (ex works, see Incoterms 2020).
- 10.3 If, after the date of conclusion of the agreement, one or more of the applicable cost price factors, such as those of wage costs, materials, taxes, premiums, excise duties, exchange rates of foreign currencies, undergoes an increase, even if this occurs due to foreseeable circumstances, IDCP entitled to increase the agreed price accordingly.
- 10.4 After a price change, IDCP is entitled to adjust any agreed installment payment proportionally.

11 PAYMENT CONDITIONS

- 11.1 Payment by the customer, after deduction of any advance or down payment, must be made at the latest on delivery of the products or after the services have been provided, unless the parties have expressly agreed in writing that payment must be made within 14 (fourteen) days after the invoice date, into a bank account designated by IDCP and without any set-off or deduction other than the aforementioned.
- 11.2 IDCP is at all times entitled to request full or partial advance payment from the customer. If the customer exceeds any credit limit expressly agreed in writing by the Parties, delivery of a product or service can only take place after prepayment.
- 11.3 Unless the parties have explicitly agreed otherwise in writing, payment must be made in euros.
- 11.4 The customer is in default, without any further notice of default being required in any form whatsoever, if he does not or not timely comply with his payment obligation or any other obligation arising from the agreement with IDCP, these general terms and conditions or the law.
- 11.5 The claim for partial or full payment of the agreed price is immediately due and payable if the customer is declared bankrupt, applies for a moratorium or if it has been filed for receivership, if any attachment is levied on the products and / or claims of the customer and if he dies or goes into liquidation.
- 11.6 If payment of an invoice has not been made on time, IDCP is entitled, after expiry of the relevant term, to charge the customer, if applicable with retroactive effect to the invoice date, a default interest of 1.5% per month, whereby part of a month is calculated as a full month.
- 11.7 In addition to the principal sum and the default interest, the customer owes all those costs that are caused by his non-payment or late payment, including judicial and extrajudicial costs, lawyer and bailiff's costs. These extrajudicial costs are fixed at 15% of the principal sum, with a minimum of € 150, plus the VAT due.

- 11.8 If IDCP files for bankruptcy of the customer, he will, in addition to the principal sum, interest and extrajudicial costs, also owe IDCP the costs of the bankruptcy petition.

12 TERMINATION

- 12.1 If the customer does not, not timely or not properly fulfill the obligations arising for the customer from any agreement concluded with IDCP, as well as in the event of bankruptcy or suspension of payments, receivership or in the event of the closure or liquidation of its business, the customer is deemed to be in default by operation of law and IDCP will be entitled, without judicial intervention and without further notice of default, to dissolve all or part of each of these agreements, without being obliged to pay any form of compensation to the customer or third parties and without prejudice to the further rights accruing to IDCP, including the right of IDCP to compensation for lost profit, costs incurred and other damage suffered and to be suffered.
- 12.2 If the provisions of the first paragraph occur and the customer enjoys an advantage that he would not have had if he had properly fulfilled its obligations, IDCP is in any case entitled to compensation amounting to at least the amount of this benefit, without prejudice to IDCP's further rights under the agreement, these general terms and conditions and the law.

13 FORCE MAJEURE

- 13.1 IDCP has the right, forced to do so by force majeure, to dissolve or suspend the agreement without judicial intervention, without being obliged to pay any form of compensation.
- 13.2 Force majeure includes all causes that reasonably fall outside the sphere of influence of IDCP (including war, threat of war, natural disasters, pandemics or epidemics, weather influences, strikes in the own company or a supply company, late or incorrect deliveries from supply companies, etc.) and that hinder a full or partial execution of the agreement.
- 13.3 If the force majeure situation is only of a temporary nature, IDCP also has the right to suspend the execution of the order for delivery until the time when the force majeure situation has ended.
- 13.4 If the performance of the work becomes impossible due to a circumstance that cannot be attributed to IDCP, IDCP is entitled to payment by the customer of the relevant part of the agreed price, plus any costs incurred, with regard to what has already been performed.
- 13.5 In the event of the delivery becoming impossible due to the actions of the customer or government regulations, IDCP is entitled to payment by the customer of the agreed price, plus any costs, minus the costs saved due to non-completion.

14 CHANGED CONDITIONS

- 14.1 If it turns out that an order given to IDCP or a part thereof can only be carried out modified due to a circumstance that cannot be attributed to IDCP, IDCP will notify the customer as soon as possible. IDCP shall then also indicate the financial consequences, whereby the agreed change will be settled as additional work or less work.

15 LIABILITY AND INDEMNITY

- 15.1 IDCP is only liable for damage caused to the customer or third parties that is the exclusive and direct result of willful intent and / or gross negligence on the part of IDCP, subject to the proviso that only that damage is eligible for compensation for which IDCP is insured, or should have been insured according to common opinion in its sector.

- 15.2 IDCP is never liable for damage caused by willful intent and / or gross negligence on the part of auxiliary persons.
- 15.3 In case IDCP, contrary to the above, should be liable for damage and this damage is not due to willful intent or gross negligence on the part of IDCP, the liability of IDCP is always limited to direct damage to goods or persons and it shall never be extended to any trading loss or other consequential loss, including loss of income. The liability of IDCP is further limited to that damage and a maximum of those amounts against which IDCP is insured, or should reasonably have been insured.
- 15.4 The provisions of the previous paragraph only apply insofar as the liability under the agreement, the general terms and conditions or the law has not already been further limited.
- 15.5 The customer indemnifies IDCP against all claims with regard to any damage caused by or in connection with the product or the possession or use thereof directly or indirectly to any third party, however and in whatever form, insofar as such liability exceeds the liability of IDCP towards the customer pursuant to the provisions of these general terms and conditions.
- 15.6 The customer indemnifies IDCP against all claims from him or any third party due to a defect in the product which is partly caused by the behavior of the customer or his subordinates.
- 15.7 If any provision referred to in this article is considered unreasonably onerous in legal proceedings, then compensation will only be eligible for damage for which IDCP is insured and up to the maximum for which IDCP is insured, or for which IDCP should reasonably have insurance, also in view of the common practice within the industry.
- 16 INTELLECTUAL PROPERTY RIGHTS**
- 16.1 IDCP (or its licensor (s)) retains (s) all intellectual property rights (including copyright, patent law, trademark law, drawing and model law, etc.) on all its designs, drawings, writings, software, carriers with data or other information, offers, images, sketches, models, etc., unless the parties have agreed otherwise in writing.
- 16.2 Without the express written permission of IDCP (or its licensor (s)), the rights referred to in the previous paragraph may not be copied, shown to third parties and / or made available or used in any other way than the manner of use such as has been agreed with IDCP (or its licensor (s)) and / or for a purpose other than that for which they were put into use.
- 16.3 IDCP reserves the right to use any knowledge gained through the performance of the work, including the services provided by IDCP, for other purposes, insofar as no confidential information is disclosed to third parties.
- 17 CONFIDENTIALITY**
- 17.1 The customer is obliged to observe secrecy of all confidential information made available to him or one of his subordinates by IDCP. Confidential information includes in any case the corporate data of IDCP. The customer undertakes to impose a written obligation of confidentiality on its personnel and / or third parties involved in the implementation of the agreement with the meaning of this provision. This article does not apply to information that has been lawfully obtained by the customer from third parties or that has been made generally known by IDCP itself.
- 18 MISCELLANEOUS**
- 18.1 Non-transferability - The customer is not entitled to transfer the rights and obligations under an agreement concluded with IDCP to a third party without IDCP's consent.
- 18.2 Outsourcing - IDCP is authorized to make use of the services of third parties in the execution of an agreement with the customer, whether in subcontracting, by hiring staff or otherwise.
- 18.3 Changes - Changes to the agreement with the customer are only valid if and insofar as they have been agreed in writing with IDCP.
- 18.4 Divisibility - Should any provision in an agreement with the customer be null and void or voidable or be judged to be so, this will not affect the validity and enforceability of the agreement concerned, insofar as it concerns provisions other than the invalid provision. In such a case, the parties will take all necessary action to enable implementation and, if necessary, to reach agreement on an amended text of the relevant void or voided provision. In the aforementioned situations, the parties will act as much as possible in accordance with the spirit and scope of the void or nullified provision.
- 19 DISPUTES AND APPLICABLE LAW**
- 19.1 All disputes, however named - including those that are considered as such by only one of the parties - that may arise between the customer and IDCP as a result of the agreement or agreements that may be a consequence thereof, will be subject to the judgment of the District Court of Midden-Nederland.
- 19.2 All agreements to which these general terms and conditions apply in whole or in part are exclusively governed by Dutch law.
- 19.3 The provisions of the Vienna Sales Convention are not applicable, nor are any future international regulations regarding the purchase of movable products, the effect of which can be excluded by the parties.
- 20 CONDITIONS APPLICABLE ONLY TO A CONSUMER**
- 20.1 The provisions of this article and the following articles only apply to offers from IDCP to a consumer (as defined in article 3.5 of these general terms and conditions) and all distance agreements concluded between IDCP and a consumer.
- 20.2 Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, IDCP will indicate before the distance contract is concluded how these general terms and conditions can be viewed at IDCP and that they will be sent free of charge as soon as possible at the request of the consumer.
- 20.3 If the distance contract is concluded electronically, then contrary to the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that these can be easily stored by the consumer on a durable data medium. A durable data medium is understood to mean: any tool - including e-mail - that enables the consumer or IDCP to store information that is addressed to him personally in a way that allows future consultation or use for a period that is appropriate to the purpose for which the information is intended, and which enables unaltered reproduction of the stored information (hereinafter a **"durable data medium"**).
- 20.4 If it is not reasonably possible to implement what is stated in the third paragraph, IDCP will indicate, before the distance contract is concluded, where the general terms and conditions can be viewed electronically and that the general terms and conditions at the request of the consumer will be sent electronically or otherwise free of charge.
- 20.5 In the event that specific product or service conditions apply in addition to these general terms and conditions, the second, third and fourth paragraphs of this article apply mutatis mutandis and

the consumer may, in the event of conflicting conditions, always invoke the applicable provision that is most beneficial for him.

21 THE OFFER TO A CONSUMER

- 21.1 If an offer from IDCP has a limited period of validity or is made subject to certain conditions, this will be explicitly stated in the relevant offer.
- 21.2 The offer contains a complete and accurate description of the products offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If IDCP uses images, these are as faithful a representation as possible of the products offered. Obvious mistakes or errors in the offer do not bind IDCP.
- 21.3 Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer.

22 THE AGREEMENT BETWEEN IDCP AND A CONSUMER

- 22.1 The distance contract is concluded, subject to the provisions of paragraph 4 of this article, at the moment of acceptance by the consumer of the offer from IDCP and compliance with all the corresponding conditions.
- 22.2 If the consumer has accepted the offer electronically, IDCP will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by IDCP, the consumer can dissolve the distance contract.
- 22.3 If the distance contract is concluded electronically, IDCP will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a secure web environment. If the consumer can pay electronically, IDCP will observe appropriate security measures.
- 22.4 IDCP can - within legal frameworks - inform itself whether the consumer can meet his payment obligations, as well as of all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, IDCP has good reasons not to enter into the distance contract, it is entitled to refuse an order or request, with reasons, or to attach special conditions to the execution.
- 22.5 IDCP will at the latest upon delivery of the product to the consumer send the following information, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data medium:
 - a. the visiting address of IDCP where the consumer can go to in case of complaints;
 - b. the conditions under which and the way in which the consumer can make use of the right of withdrawal (the possibility of the consumer to waive the distance contract within the reflection period (as further defined below), hereinafter the “**right of withdrawal**”), or a clear statement regarding the exclusion of the right of withdrawal;
 - c. information about warranties and existing service after purchase;
 - d. the price, including all taxes, of the product; insofar as applicable, the costs of delivery; and the method of payment, delivery or implementation of the distance contract;
 - e. if the consumer has a right of withdrawal, the model form for withdrawal: the European model form for withdrawal included in Appendix 1 to these general terms and conditions (hereinafter the “**withdrawal form**”);

23 RIGHT OF WITHDRAWAL

- 23.1 The consumer can dissolve a distance contract with regard to the purchase of a product during a reflection period of at least

14 (fourteen) days (hereinafter the “**reflection period**”) without giving reasons. IDCP may ask the consumer about the reason for the withdrawal, but not oblige him to state his reason(s).

- 23.2 The reflection period referred to in paragraph 1 of this article starts on the day after the consumer, or a third party predesignated by the consumer, who is not the carrier, has received the product, or:
 - a. if the consumer has ordered several products in the same order: the day on which the consumer, or a third party designated by him, received the last product. IDCP may, provided that it has clearly informed the consumer about this prior to the ordering process, refuse an order for multiple products with different delivery times.
 - b. if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by him, received the last shipment or the last part;
 - c. in the case of agreements for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, has received the first product.

24 OBLIGATIONS OF THE CONSUMER DURING THE CONSIDERATION PERIOD

- 24.1 During the reflection period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and operation of the product. The basic principle here is that the consumer may only handle and inspect the product as he would be allowed to do in a store.
- 24.2 The consumer is only liable for the depreciation of the product that is the result of a way of handling the product that goes beyond what is permitted in paragraph 1 of this article.
- 24.3 The consumer is not liable for a decrease in value of the product if IDCP has not provided him with all legally required information about the right of withdrawal before or at the conclusion of the distance contract.

25 EXERCISE OF THE RIGHT OF WITHDRAWAL BY THE CONSUMER AND ITS COSTS

- 25.1 If the consumer makes use of his right of withdrawal, he must report this to IDCP within the reflection period by means of the withdrawal form or in another unambiguous manner.
- 25.2 As soon as possible, but within 14 (fourteen) days from the day following the notification referred to in paragraph 1 of this article, the consumer will return the product or hand it over to (an authorized representative of) IDCP. This is not necessary if IDCP has offered to collect the product itself. The consumer has in any case complied with the return period if he sends back the product before the reflection period has expired.
- 25.3 The consumer returns the product with all accessories supplied, if reasonably possible in its original condition and packaging, and in accordance with the reasonable and clear instructions provided by IDCP.
- 25.4 The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.
- 25.5 The consumer bears the direct costs of returning the product. If IDCP has not reported that the consumer must bear these costs or if IDCP indicates that it will bear the costs itself, the consumer does not have to bear the costs for returning the goods.
- 25.6 If the consumer exercises his right of withdrawal, all additional agreements will be dissolved by operation of law.

26 OBLIGATIONS OF IDCP IN THE EVENT OF WITHDRAWAL

- 26.1 If IDCP makes the notification of withdrawal by the consumer electronically possible, it will immediately send a confirmation of receipt after receipt of this notification.
- 26.2 IDCP will reimburse all payments made by the consumer, including any delivery costs charged by IDCP for the returned product, without delay but within 14 (fourteen) days following the day on which the consumer notifies him of the withdrawal. Unless IDCP offers to collect the product himself, he may wait with paying back until he has received the product or until the consumer demonstrates that he has returned the product, whichever is the earlier.
- 26.3 IDCP uses the same payment method that the consumer used for reimbursement, unless the consumer agrees to a different method. The reimbursement is free of charge for the consumer.
- 26.4 If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, IDCP does not have to refund the additional costs for the more expensive method.

27 EXCLUSION OF THE RIGHT OF WITHDRAWAL

- 27.1 IDCP can exclude the following products from the right of withdrawal, but only if IDCP has clearly stated this in the offer, at least before for the conclusion of the distance contract:
 - a. Products or services whose price is dependent on fluctuations in the financial market to which IDCP has no influence and which may occur within the withdrawal period;
 - b. Products manufactured according to the consumer's specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the consumer, or which are clearly intended for a specific person;
 - c. Sealed products that are not suitable for return for reasons of health protection or hygiene and of which the seal has been broken after delivery;
 - d. Sealed audio, video recordings and computer software, the seal of which has been broken after delivery;
 - e. Products that are irrevocably mixed with other products after delivery due to their nature.

28 THE PRICE

- 28.1 The prices stated in the offer include VAT.
- 28.2 During the period of validity stated in the offer, the prices of the products offered will not be increased, except for price changes due to changes in VAT rates.

29 DELIVERY AND IMPLEMENTATION

- 29.1 IDCP will take the greatest possible care when receiving and executing orders for products by consumers.
- 29.2 The place of delivery is the address that the consumer has made known to IDCP.
- 29.3 With due observance of what is stated in article 21 of these general terms and conditions, IDCP will execute accepted orders with due speed, but no later than within 30 (thirty) days, unless a different delivery period has been agreed. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will be informed of this no later than 30 (thirty) days after placing the order. In that case, the consumer has the right to terminate the distance contract free of charge and is entitled to any compensation.
- 29.4 After dissolution in accordance with the previous paragraph, IDCP will immediately refund the amount that the consumer has paid.
- 29.5 The risk of damage and / or loss of products rests with IDCP until the moment of delivery to the consumer or a pre-

designated representative made known to IDCP, unless explicitly agreed otherwise.

30 PAYMENT

- 30.1 Unless otherwise provided in the distance contract or additional conditions, the amounts owed by the consumer must be paid within 14 (fourteen) days after the start of the reflection period, or in the absence of a reflection period within 14 (fourteen) days after the conclusion of the distance contract.
- 30.2 When selling products to consumers and when prepayment has been stipulated, the consumer cannot assert any rights whatsoever with regard to the execution of the order concerned before the stipulated prepayment has been made.
- 30.3 The consumer has the duty to report inaccuracies in provided or stated payment details to IDCP without delay.
- 30.4 If the consumer does not meet his payment obligation(s) on time, after he has been informed by IDCP of the late payment and IDCP has granted the consumer a period of 14 (fourteen) days to still fulfill his payment obligations, then after non-payment within this fourteen-day period, the statutory interest is due on the non-paid amount and IDCP is entitled to charge the extrajudicial collection costs incurred by it. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500.=; 10% on the following € 2,500.= and 5% on the next € 5,000.= that is outstanding, with a minimum of € 40. IDCP can deviate from the stated amounts and percentages in favor of the consumer.

31 COMPLAINTS PROCEDURE

- 31.1 IDCP has a well-publicized complaints procedure and handles complaints in accordance with this complaints procedure.
- 31.2 Complaints about the implementation of the distance contract must be submitted fully and clearly described to IDCP within a reasonable time after the consumer has discovered the defects.
- 31.3 Complaints submitted to IDCP will be answered within a period of 14 (fourteen) days from the date of receipt. If a complaint requires a foreseeable longer processing time, IDCP will reply within 14 (fourteen) days with a notice of receipt and an indication when the consumer can expect a more detailed answer.
- 31.4 The consumer must in any case give IDCP 4 (four) weeks to resolve the complaint in mutual consultation. After this period, a dispute arises that, in accordance with Article 19 of these general terms and conditions, can be submitted to the competent court for adjudication.

32 ADDITIONAL OR DIFFERENT PROVISIONS

Additional provisions or provisions deviating from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable data medium.

PRIVACY STATEMENT OF IDCP GROUP B.V.

IDCP is located in Almere. Our contact details are as follows:

Visiting and postal address:
Manuscriptstraat 12-14
1321 NN Almere (NL)
Phone: + 31-20-6186322

IDCP collects and processes personal data, including (possibly) data from you. In most cases we do this on the basis of agreements concluded directly with you or on the basis of agreements with customers, who in such a case can be regarded as controllers within the meaning of the General Data Processing Regulation, hereinafter the "GDPR" and from that role also determine the purpose and means for the processing and collection of personal data. Sometimes we process your personal data in order to be able to carry out (targeted) marketing and promotional activities, to establish, maintain, manage or expand our relationship with you or a (potential) customer, for assessment and acceptance of our customers, in order to comply with our legal obligations, to be able to perform analyzes for statistical purposes or to send newsletters or information of a specific nature.

If we also process your personal data, for example for the performance of an agreement concluded with you or because you have indicated that you would like to receive newsletters from us, you are a data subject within the meaning of the GDPR and this privacy statement then is also applicable to you.

IDCP, as controller or processor of your personal data, is responsible for protecting your data as well as possible. That is in your interest, but certainly also in our interest. After all, the processing and collection of your personal data is an important part of our business operations and the delivery of our products and services. We will comply with the requirements of the GDPR. In addition, we want to be transparent about the types of data we process and collect from you, the purposes and bases for that processing, with whom we share data and what rights you have with regard to your own data. We would like to inform you about this by means of this privacy statement. Do you have any questions after reading this privacy statement? Please do not hesitate to contact us.

1 TYPES OF DATA

- 1.1 IDCP strives to only process personal data that is required, relevant and not excessive in relation to the purposes for which it was collected. When a function or service can be realized with anonymous data, we will try to anonymize your personal data. As long as anonymous or non-personal information is combined with your personal information, we will treat it as personal information. In the event that personal data cannot be anonymised, we will try to pseudonymise it where desired, necessary and possible. In such a case, personal data is transformed into data that can no longer be directly traced back to a person. Subsequently, the pseudonymised data and the (key to the) source data are stored separately from each other and covered with safeguards to prevent re-identification, which does not mean that re-identification is no longer possible. On the basis of the law or a court decision, it could even be that we are or may be obliged to share this information with the competent authorities.
- 1.2 We process (in some cases) the following personal data from you provided by our customers or by you:
 - a. your contact details, such as your name, address, place of residence, telephone number and email address;
 - b. your age, gender and marital status;

- c. data related to your passport, driver's license or other identity document;
- d. information about your employment, profession and / or employer;
- e. your IBAN bank account number.

2 PURPOSES OF AND LEGAL GROUNDS FOR THE PROCESSING OF DATA

- 2.1 We process and collect your personal data in the first place in order to be able to implement the agreement that we have with you or with our customer and which in most cases is aimed at the delivery of a product or service. We may also process and collect your personal data for the following reasons and for the following purposes:
 - a. to establish, maintain, manage or expand our relationship with you or a (potential) customer;
 - b. to comply with our legal obligations;
 - c. to be able to perform analyzes for statistical purposes; or
 - d. to be able to send newsletters or information of a specific nature and to carry out (targeted) marketing and promotional activities.
- 2.2 The processing of your personal data always takes place on the basis of (at least) one of the following legal grounds:
 - a. performing an agreement for the delivery of a product or service;
 - b. being able to comply with a legal obligation that rests on us, for example to be able to comply with the legal retention periods of invoices;
 - c. the explicit consent you have given to process your personal data for specific purposes;
 - d. for the representation of our legitimate interests in the context of our business operations or those of a third party. We will always weigh up your interests against ours. Our interests include the (justification for) careful implementation of our agreements with you, maintaining and possibly expanding our customer relationship through possible direct marketing and / or profiling aimed at marketing.
- 2.3 If we have obtained your personal data from a customer of ours, when collecting and processing this data we assume that the customer in question has a legal ground to process your data for the purposes referred to in this article.

3 STORAGE AND RETENTION PERIOD OF PERSONAL DATA

- 3.1 As controller, we are obliged to keep a processing register of the processing activities that take place under our responsibility.
- 3.2 We only keep your personal data for as long and insofar as we need it to be able to execute the agreement with you or with our customer, for the time required to comply with our legal obligations, or for a maximum of the statutory retention periods applicable to us.

4 INFORMATION, MODIFICATION, DELETION AND OBJECTION

- 4.1 IDCP strives to ensure that your personal information is correct and up to date. We will at all times attempt to delete or change incorrect and incomplete personal data. Your personal data belongs to you and you therefore have specific rights with regard to the processing of your personal data. You can always contact us about this.
- 4.2 This certainly (also) applies to the following subjects:
 - a. whether we process personal data about you;
 - b. the way we process your personal data;
 - c. access to the personal data that we process about you;
 - d. objections to the processing of your personal data;

- e. adjustment of your personal data if it has (possibly) been processed incorrectly;
 - f. restriction of your personal data;
 - g. deletion (erasure) of your personal data;
 - h. transfer of your personal data to yourself or to another organization at your request;
- 4.3 In some cases we will not be able to process your requests, for example because we cannot be considered the controller. In that case we will refer you.
- 4.4 It may also (technically) not always be possible to make a change or delete personal data. For example in the case of analyzes where your personal data is part of a larger whole. If possible and desirable, we will keep a separate note of the corrections you want in such cases.

5 SECURITY OF YOUR DATA

- 5.1 IDCP is committed to taking and implementing those technical and organizational measures necessary to protect your personal data from accidental or unlawful destruction, accidental loss, accidental alteration, unauthorized disclosure and all other forms of unlawful processing. We base this on the measures that can reasonably be expected from us based on the level of technique.

6 DISCLOSURE OF DATA TO THIRD PARTIES

- 6.1 We do not simply provide your personal information to others. We are allowed to do so if such a provision serves our purposes of processing personal data (as set out in Article 2 of this privacy statement), if we or the parties involved in the proper execution of the agreement with you or with our customer are obliged to do so by law or a court order, to protect and defend our rights or those of the parties involved in the proper performance of the agreement with you or with our customer, to safeguard the personal safety of the (employees of) IDCP or the parties involved in the proper execution of the agreement with you or our customer, or if you have given us permission to do so.
- 6.2 For the execution of our business operations and depending on the products and services we provide to you or our customer, we (possibly) also provide your personal data to the following persons or parties:
- a. external parties that process data under our control and responsibility;
 - b. external parties involved in the proper execution of an agreement with you or with our customer, such as loss adjusters, accountants, logistics service providers, suppliers of software and hardware, etc.;
 - c. external parties involved in any sale or transfer of any part of IDCP, or certain assets, such as a party interested in the purchase or transfer, accountants, civil-law notaries and lawyers;
- These external parties can also be located outside the EU.
- 6.3 External parties that process the personal data under our control and responsibility do so only for the purposes and under the conditions that we have agreed with you or with our customer and subsequently with these external parties. We record this in written (sub) processor agreements that ensure that these external parties assume at least the same obligations as agreed between you or our customer and us. These parties will at least be obliged to handle the information provided by us securely and confidentially.
- 6.4 We also reserve the right to share anonymous and / or aggregated (non-personally identifiable) information that we have obtained from the customer in the context of our services, for any purpose whatsoever.

7 CHANGES TO THE PRIVACY STATEMENT

- 7.1 We may change this privacy statement in the future. You will always find the most current statement on our website. The last month of change is shown at the bottom of this privacy statement. If and as soon as we have made changes to our privacy statement, we will make an amended version of this statement available on our website.

8 RIGHT TO COMPLAIN

- 8.1 Do you disagree with the way in which we process your personal data or deal with your rights as a data subject? In any case, please contact us.
- 8.2 If you cannot reach a solution with us, you can also submit a complaint to the Dutch Data Protection Authority. In order to do so, you can consult the website of the Dutch Data Protection Authority (www.autoriteitpersoonsgegevens.nl).

TERMS OF USE WEBSITE(S)

Please read these terms of use carefully before using any of the IDCP website(s) or apps, (including, but not limited to, www.idcp.eu, www.dino-lite.eu, www.phonesoap.eu). It describes the conditions for the use of these websites or apps.

General - By giving yourself access to (one of) the website(s) of IDCP, you agree to these terms of use. If you do not wish to agree to these terms of use, please do not visit or use these website(s).

Intellectual Property Rights - All intellectual property rights, including copyrights and trademark rights, to all texts, images, sounds, software and other materials on IDCP's website(s) are owned by IDCP, its subsidiaries, affiliated companies, or recorded with the permission of the respective owner.

You may print or download any portion of the website(s) to a hard drive and distribute it to other persons, provided that you do so for informational purposes only. In addition, you must include the following so-called 'copyright statement' in all copies: Copyright IDCP Group B.V. All rights reserved.

Without our prior written consent it is therefore prohibited, among other things, to:

- a. use (a copy of) (a part of) the website(s) and / or the brands placed thereon for commercial purposes; and
- b. to change (part of) the website(s) or to include it in any other work (such as for example a paper document, weblog or website of someone else).

Content - We have compiled the content of our website(s) with the greatest possible care. However, the website(s) are only offered for informational purposes. IDCP does not guarantee that the content of the website(s) is correct, current and complete, that the website(s) will work uninterrupted and / or will be free from errors.

References on the website(s) to products or services do not constitute an offer for the sale or delivery of that product or service.

Insofar as permitted by law, IDCP, including its subsidiaries, its affiliated companies, officers and employees, hereby excludes any liability for any damage whatsoever, direct and / or indirect, in any way caused by and / or arising from your use of IDCP's website(s) or any other site linked to our website(s). More in particular, IDCP will under no circumstances be liable for any damage whatsoever that arises in any way by and / or ensues from:

- a. actions performed by you that would have been prompted by the information placed on the website(s);
- b. the inability to use the website(s); and

- c. the fact that certain information on the website(s) is incorrect, incomplete or out of date.

Sites linked to the website(s) (linked sites) - The website(s) of IDCP may contain references (for example by means of a hyperlink, banner or button) to other sites that relate to a specific aspect of our website(s). This does not automatically mean that IDCP is affiliated with these other sites or their owners. IDCP is therefore not responsible for these other sites including the information contained therein and the use of any such website by you is not covered by this statement..

Information and material provided by you - If you provide information or other material to us, you agree that we may use it. You guarantee that the information or material does not infringe the (intellectual property) rights of third parties or is otherwise unlawful.

Users can post information themselves on certain parts of the website(s). It is impossible for us to check this information in advance. We are therefore not responsible or liable for this. We reserve the right to shorten, change or delete this information at any time.

Personal information - If you provide us with personal information via our website(s), such as your name and e-mail address, our privacy statement applies. We recommend that you read this privacy statement carefully before providing us with this information.

Miscellaneous - IDCP reserves the right to make changes and corrections to its website(s) and / or these terms of use at any time without prior notice.

These terms of use and your use of the IDCP website(s) are governed by Dutch law. Any disputes arising from this or otherwise related to this website (s) will be subject to the judgment of the District Court of Midden-Nederland.

IDCP GROUP B.V.
Almere, 1 March 2025

Appendix 1: Withdrawal form

(As defined and described in article 22, paragraph 5, subsection e et seq. of the IDCP Group B.V. Privacy Statement)

Withdrawal form

(Only complete and return this form if you want to cancel the distance contract)

To:
IDCP GROUP B.V.
Manuscriptstraat 12-14
1321 NN Almere (NL)

E-mail: info@idcp.nl

I / We* hereby inform you that I / we* revoke our agreement regarding the sale of the following products:

[Designation or description of product]*

Received on* [date of receipt of products]

[Name consumer]
[Address consumer]

[Consumer signature] (only when this withdrawal form is submitted on paper)

** Delete what does not apply / fill in what applies.*