



GoodFlow B.V.
Blaak 40
Rotterdam
3011 TA
t +31 (0)6 1303 7450
e info@goodflowcompany.com
w www.goodflowcompany.com
IBAN NL94ABNA0133844803
VAT I.D.-nr NL866467476B01
Chamber of Commerce 93611250

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF GOODFLOW with its registered office in Rotterdam, the Netherlands, version May 2024, lodged at the Registry of the District Court of Utrecht, location Utrecht, the Netherlands.

Article 1 – Definitions

In these General Terms and Conditions of sale, the following definitions apply:

Agreement: the agreement between GoodFlow and the Customer based upon which GoodFlow is obliged to make the Delivery.

Customer: any natural person or legal entity with whom GoodFlow enters into an Agreement or with whom GoodFlow is negotiating such an agreement regarding the performance of the Delivery by GoodFlow.

DCC: Dutch Civil Code. Delivery: the goods, works, and/or services to be supplied by GoodFlow to the Customer under the Agreement.

GoodFlow: GoodFlow B.V. and all affiliated companies of GoodFlow B.V., utilizing and/or referring to these Terms and Conditions.

Parties: GoodFlow and the Customer jointly.

Party: GoodFlow or Customer.

Price(s): the consideration(s) owed to GoodFlow by the Customer for or in relation to the Delivery.

Terms and Conditions: these general terms and conditions of sale and delivery.

Article 2 – Applicability

2.1 These Terms and Conditions shall apply to all offers and quotations of GoodFlow, to the Agreement, and to all other legal acts and/or relationships between GoodFlow and the Customer.

2.2 Any modification of or addition to these Terms and Conditions shall be valid only if expressly agreed in writing and/or accepted or confirmed in writing by GoodFlow.

2.3 Any general conditions used by or referred to by the Customer are expressly excluded from applicability. The applicability of such general conditions is explicitly rejected by GoodFlow.

2.4 If any provision of the Agreement differs from or is contradictory to the substance of these Terms and Conditions, the substance of the Agreement shall prevail.



Article 3 – Offer, formation of the Agreement

3.1 Quotations and offers of GoodFlow shall always be non-binding and without any obligation and may be subject to cancellation, revocation, or modification at any time.

3.2 No Agreement between GoodFlow and the Customer is considered to be concluded until GoodFlow has expressly accepted an order or instruction from the Customer. Acceptance will take place by dispatching a written order confirmation by GoodFlow to the Customer or as soon as GoodFlow commences performance of the Agreement for the benefit of the Customer, whichever is earlier. 3.3 All information and data included in offers, correspondence, catalogues, brochures, instructions, directions, and other communications, whether digital or not, are as accurate as possible and only binding if expressly indicated. However, GoodFlow cannot be held responsible for deviations.

3.4 Offers of GoodFlow are based on the data provided by the Customer. The Customer warrants to GoodFlow that these data are accurate and complete and is liable for any additional costs, price increases, delays in Delivery, and other consequences of changes or errors in these data.

3.5 The Customer is deemed to have checked the correctness of the offers and order confirmations of GoodFlow and is obliged to notify GoodFlow in writing of any mistakes or unclaritys.

Article 4 – Price

4.1 The Price is solely for the Delivery as described in the Agreement. Any extra or other goods, works, and/or services are not included in the Price.

4.2 The Price is exclusive of additional costs such as packaging, shipping, transport, taxes, and VAT, unless otherwise stipulated in the Agreement.

4.3 The Price quoted by GoodFlow is based on the assumptions mentioned in the Agreement. GoodFlow is entitled to adjust the Price if these assumptions prove to be incorrect.

4.4 The Price quoted by GoodFlow is based on factors known at the time of the Agreement. If these factors change, GoodFlow is entitled to adjust the Price.

4.5 An increase in VAT or any governmental tax may be charged to the Customer.

4.6 Unless otherwise agreed, the Price shall be Ex-Works within the meaning of the Incoterms 2020.

Article 5 – Payment

5.1 All invoices of GoodFlow shall be paid in accordance with the terms as embodied in the Agreement and/or the offer of GoodFlow, without any reduction. If no payment term has been agreed upon invoices of GoodFlow shall be paid for within 14 days of the date of invoice.

5.2 In the event of late payment, the Customer will be in default by operation of law and will be required to pay statutory interest (within the meaning of article 6:119(a) DCC) with effect from the invoice date.

5.3 The Customer shall pay all demonstrably made judicial and extrajudicial costs that GoodFlow incurs due to the fact that the Customer fails to fulfil its obligations properly and on time.

5.4 On GoodFlow's first request, the Customer will provide security, whether or not additional, for example in the form of a bank guarantee, for its payment of the compensation due to GoodFlow. In case such security can or will not be provided by the Customer, GoodFlow is entitled to request the Customer to make advance payments for the Delivery (or a part thereof).

5.5 The Customer shall not set off any debt to GoodFlow against any claim on GoodFlow.

5.6 The Customer will have no right of suspension of any of its payment obligations.



Article 6 – Delivery, transfer of risk

6.1 GoodFlow may make partial deliveries and issue partial invoices in connection with them.

6.2 Delivery terms quoted or agreed upon shall not be considered to be final deadlines. The exceeding of the delivery terms therefore shall not lead to a default on the part of GoodFlow and shall not lead to any liability on the part of GoodFlow for compensation for whatsoever damages suffered and/or costs made by the Customer as a consequence thereof. The Agreement cannot be dissolved due to the delivery term being exceeded, unless GoodFlow fails to deliver within a reasonable term of which GoodFlow is notified by the Customer in writing after expiry of the initial delivery term.

6.3 GoodFlow is allowed to (apply) reasonable tolerances as far as it concerns to quantity of the Delivery, i.e. the amount of goods to be delivered. The Customer will accept more or less amounts of goods delivered by GoodFlow and the Price will be adjusted accordingly on the basis of the applied unit prices and/or rates. The delivery of more or less amounts of goods does not give the Customer any right towards GoodFlow for compensation of damages suffered and/or costs made as a consequence thereof.

6.4 On the basis of the Agreement the Customer will have a purchase commitment. GoodFlow, however, will have no obligation to supply and is thus entitled to modify or cancel any agreed deliveries, without being liable for any (possible) damages and/or loss on the side of the Customer, in case external circumstances (such as, but not limited to, a change in policy of the credit insurer of GoodFlow) make this necessary.

6.5 Unless expressly otherwise agreed in writing, GoodFlow will deliver the Delivery ex-works within the meaning of the Incoterms 2020.

6.6 The moment of delivery will in all events be the time at which the Delivery is made available by GoodFlow to the Customer; in case of an ex works-delivery, the moment that the relevant goods will be made available for transport to the Customer. The Delivery will in that case be put on transport and carried at the risk of the Customer.

6.7 If, for any reason whatsoever, the Customer fails to accept delivery or timely delivery of the goods offered for delivery in accordance with the Agreement, all costs incurred by GoodFlow in connection with any additional costs of transport, custody and storage of the said goods will be for the Customer's account. The risk of the goods will also pass to the Customer at the time at which GoodFlow offers the goods for delivery in accordance with the Agreement, also if and when the Customer fails to accept delivery, for any reason whatsoever.

Article 7 – Reservation of ownership

7.1 GoodFlow retains the ownership of the goods and/or products delivered or to be delivered as (part of) the Delivery until the following will have been fully paid to GoodFlow: (i) the Price, Prices or other fees owed by the Customer to GoodFlow for or in relation to the Delivery or on the basis of the Agreement; (ii) claims because of a breach by or on the part of the Customer of any agreement with GoodFlow; and/or (iii) anything that the Customer owes to GoodFlow for any other reason.

7.2 If the Customer creates a new good wholly or partly out of goods delivered by GoodFlow, this is a good that GoodFlow causes to create for itself and the Customer holds this good for GoodFlow, who is the owner, until all obligations referred to in article 7.1 will have been fully complied with. The Customer must mark the good(s) in question as the property of GoodFlow. If GoodFlow cannot rely on a right of ownership with regard to the good mentioned above, the Customer is obliged to pledge it to GoodFlow.

7.3 Notwithstanding the actual delivery, the ownership of the goods delivered by GoodFlow in connection with the Delivery does not pass to the Customer until – and therefore not before – everything



that he owes or will owe to GoodFlow under the Agreement is paid for fully. Until the time of full satisfaction as mentioned above, the Customer is not allowed to pledge the goods in question to third parties or to transfer the ownership to them.

7.4 If the Customer does not comply with his obligations or if there are good grounds to believe that he will not do so, GoodFlow will be entitled, without any notice of default being required, to take possession of the goods delivered as (part of) the Delivery, by taking or causing to take them back without delay. To this end, the Customer is obliged to fully cooperate with GoodFlow, on the latter's first request.

7.5 The Customer is obliged to mark these goods as being GoodFlow's property and to keep the goods referred to in this article sufficiently separated from other goods and/or products of the Customer and/or third parties, as well as to insure them properly, in any case against the risk of theft, damage and loss.

7.6 In the event of attachment, suspension of payment or bankruptcy, the Customer must immediately point out to the bailiff levying the attachment, the administrator or the trustee the property rights and other rights of GoodFlow as mentioned above.

Article 8 – Complaints

8.1 The Customer will adhere to and/or comply with GoodFlow's Non-Conformity Policy.

8.2 The Customer is obliged to inspect the Delivery of GoodFlow immediately following the delivery or receipt thereof. If the Customer does not submit an objection within 24 hours after receipt of the Delivery, the quantities mentioned on the packing list, delivery notes, invoices or packaging documents are acknowledged by the Customer as being correct.

8.3 Any complaint of the Customer regarding any breach or non-fulfilment of the Agreement and/or any defect to the Delivery shall be submitted to GoodFlow in writing within eight (8) days of the date on which the Delivery was or should have been delivered, subject to forfeiture of any right in relation to such a non-fulfilment and/or defect.

8.4 The complaint shall include a clear and accurate description of the failure alleged by the Customer, substantiated with examination and/or testing reports made up by a well-known expert agency in the field of the Delivery. Making a complaint shall not relieve the Customer from its payment obligations towards GoodFlow.

8.5 If GoodFlow considers a complaint to be well founded, GoodFlow will, at its sole discretion, either repair or replace the Delivery (or parts thereof) or compensate the Customer with a maximum of the Price paid by the Customer in connection with the Delivery. The Customer will then on GoodFlow's first request give back the delivered goods to GoodFlow. GoodFlow does not take responsibility for insect related complaints.

8.6 If and when the Customer processes the Delivery, wholly or partly, or allow third parties to process the Delivery, the Delivery will be assumed to conform with the Agreement and to be accepted unconditionally by the Customer.

8.7 The Delivery, i.e. goods delivered by GoodFlow may be subject to requirements or limitations under laws and standards in the country of delivery and/or processing of the goods. The Customer shall be exclusively responsible for ensuring compliance with all laws and standards associated with the intended and actual use of the Delivery and obtaining all necessary approvals, permits or clearances for such use.

Article 9 – Liability

9.1 The repair or replacement of (a part of) the Delivery as meant in article 8.4 is the sole and only right of the Customer towards GoodFlow for and in relation to any shortcoming of and/or damages caused by GoodFlow in relation to the fulfilment of its obligations arising out of the Agreement. GoodFlow shall



in no case and under no circumstances be liable for any damage suffered on the part of the Customer, irrespective of whether this damage is a result of acts on the side of GoodFlow itself and/or third parties that are engaged by GoodFlow, unless the said damage results from willful intent or gross negligence exclusively on the part of GoodFlow's executive staff.

9.2 The Customer shall report any damage incurred to GoodFlow in writing as quickly as possible, however at the latest within eight (8) days after it was occasioned or became known. Any damage not reported within this term shall not be eligible for compensation by or on behalf of GoodFlow.

9.3 All legal claims of the Customer against GoodFlow will in any event expire after one (1) year, to be counted from the date on which the relevant Delivery which gives rise to such claims has been made by GoodFlow.

9.4 Without prejudice to the provisions of the previous article any (remaining) liability of GoodFlow in all cases will be limited to the Price actually paid for by the Customer for or in relation to the Delivery made by GoodFlow and that has caused and/or attributed to the damages suffered by the Customer and/or third parties.

9.5 The Customer will indemnify GoodFlow against all claims of third parties on any basis whatsoever in connection with the Delivery, i.e. goods delivered by GoodFlow to the Customer – and the use thereof, in whatever way – or in connection with services rendered by GoodFlow to the Customer.

Article 10 – Intellectual property

10.1 All intellectual property rights in respect of the Delivery or a part thereof shall vest in GoodFlow. Without GoodFlow's prior permission in writing, the Customer shall not reproduce, publish or imitate the Delivery, in whole or in part.

10.2 The Customer may trade in goods originating from GoodFlow only under the brand, logo, trade name and specifications under which the goods were delivered to the Customer. The Customer may not change the quality of the goods it purchased from GoodFlow, including their labelling, imprints and instructions.

10.3 The Agreement does not contain any assignment of any intellectual property rights as part of the Delivery (and any related documents) to the Customer.

Article 11 – Confidentiality

11.1 The Customer shall keep absolutely secret all information (including ideas, knowledge, trade secrets, data, procedures, substances, samples and the like) originating from GoodFlow, which comes to the Customers' knowledge in connection with the Agreement and the execution thereof and which GoodFlow has designated to be confidential or which the Customer can reasonably assume to be confidential ("Confidential Information"). The Customer shall restrict access to Confidential Information to the persons who need to know this information for the purposes of the Agreement and/or the execution thereof. Except with the prior written permission of GoodFlow the Customer shall not disclose or make public the Confidential Information or any part thereof to any person, firm, company or other entity and the Customer shall not use the Confidential Information or any part thereof for any other purpose than for the Agreement and the execution thereof.

11.2 The obligation to observe secrecy referred to in article 11.1 does not apply to information of which the Customer can prove – supported by documentary evidence – that it: (i) was fully in his possession prior to disclosure by GoodFlow without the Customer having an obligation to observe secrecy toward GoodFlow or a third party; (ii) already was or subsequently came to be common knowledge or available at the time of disclosure by GoodFlow, other than by an act or omission of the Customer; (iii) was acquired by the Customer from a third party who was not bound to keep this information secret; (iv)



was developed independently by the Customer without any use of information disclosed by GoodFlow; or (v) must be disclosed by the Customer pursuant to the law, any provision or regulation of a body approved by the authorities or a binding and final decision of a court or other public authority. In such case the Customer shall give GoodFlow timely written notice in order to make it possible, in consultation with GoodFlow, to limit the extent of the disclosure by the Customer to what is strictly required

11.3 The Customer shall impose the same obligation as that imposed on it by article 11.1 on his employees or third parties he has engaged in the performance of the Agreement. The Customer warrants that these employees and/or third parties will not act in violation of the obligation of secrecy.

Article 12 – Force majeure

12.1 In the case of force majeure on the part of either Party the performance of the Agreement shall be fully or partly suspended for as long as the situation of force majeure continues, without either Party being liable to pay any compensation to the other Party. If the force majeure situation is reasonably expected to continue for more than three consecutive (3) months or has already lasted for three consecutive (3) months, the other Party may dissolve the Agreement by registered letter effective immediately and without recourse to the courts, without thereby creating any rights to compensation.

12.2 'Force majeure' on the part of the GoodFlow shall in any case include: (i) circumstances relating to persons, material(s) and/or energy of which GoodFlow makes use to execute the Agreement of such nature that these prevent proper execution of the Agreement or make it so objectionable and/or unreasonably costly for GoodFlow that GoodFlow can no longer be required to perform the Agreement or to perform it immediately or without any changes to the Agreement; (ii) production breakdowns or production cut, whether at GoodFlow's premises or at the locations of third parties suppliers and/or subcontractors engaged by GoodFlow in relation to the execution of the Agreement; (iii) strikes and/or lock outs of the employees of GoodFlow or GoodFlow's third parties suppliers, subcontractors and/or other auxiliary persons; (iv) export and/or import restrictions, governmental measures of any kind; (v) stagnation or other problems in own transport or transport provided by third parties of the Delivery or a part thereof, including semi-finished products and/or raw materials; (vi) the circumstance that any performance of any third party supplier, subcontractor and/or other auxiliary persons of GoodFlow and that is relevant for GoodFlow's own performance on the basis of the Agreement is not rendered or is not rendered properly or on time; (vii) the occurrence at any time of (danger of) war, terrorism, riots, epidemics, pandemics and similar circumstances.

12.3 GoodFlow will inform the Customer of any situation of force majeure as soon as reasonably possible.

Article 13 – Suspension, dissolution

13.1 Only GoodFlow may, at its sole discretion, fully or partly suspend the performance of the Agreement or dissolve the Agreement in full or partly by written notice, without recourse to the courts and with immediate effect and without GoodFlow being liable to pay any compensation to the Customer, in the event that: (i) the Customer fails to fulfil any of its obligations under the Agreement and/or these Terms and Conditions; (ii) the Customer applies for or is granted a suspension of payments or applies for bankruptcy or is declared bankrupt; (iii) the Customer is placed under legal guardianship or administration; (iv) the Customer's enterprise is sold, discontinued and/or liquidated; (v) permits which are required for the performance of the Agreement are revoked; or (vi) an attachment is levied on a significant part of the Customer's assets.

13.2 All claims which GoodFlow may have against the Customer in the situations mentioned in article 13.1 shall be immediately due and payable in full.



Article 14 – Assignment

14.1 The Customer may not assign any of its rights and obligations under the Agreement and these Terms and Conditions to third parties without the prior written permission of GoodFlow.

14.2 GoodFlow is allowed, to its sole discretion, to involve third party suppliers, subcontractors and/or other auxiliary persons for and in relation to the fulfillment of the Agreement.

14.3 GoodFlow is allowed to grant a pledge on its rights and/or claims on the Customer to third parties.

Article 15 – Miscellaneous

15.1 The invalidity or unenforceability of one or more provisions of these Terms and Conditions does not affect the validity of the other provisions. In that case, the invalid or unenforceable provision(s) will be replaced by (a) new provision(s) that is (are) as similar as possible in content and purport to the replaced provision(s).

15.2 If GoodFlow concludes an Agreement with one or more natural persons or legal entities jointly, each of these natural persons or legal entities will be jointly and severally liable for the compliance with the obligations under that Agreement and these Terms and Conditions.

15.3 If GoodFlow does not demand performance of any provision of an Agreement and/or these Terms and Conditions within the period of time stipulated in them, this does not affect his right to require performance, whether or not at a later date, unless GoodFlow expressly agreed to the non-performance in writing.

Article 16 – Applicable law and jurisdiction

16.1 The legal relationship between GoodFlow and the Customer is governed exclusively by Dutch law, to the exclusion of the Vienna Sales Convention, unless the position of GoodFlow under the Vienna Sales Convention is better than its position under the DCC, the Agreement and these Terms and Conditions, in which case the (better) provisions of the Vienna Sales Convention prevail.

16.2 All disputes between GoodFlow and the Customer shall be settled by the competent court of Gelderland, location Arnhem, the Netherlands. Contrary to the foregoing, GoodFlow is however entitled, in those cases in which she will act as plaintiff, to choose to have the relevant dispute settled by means of arbitration by the Dutch Arbitration Institute (NAI), with place of arbitration being Arnhem, the Netherlands.