



YC Brand Studio BV

Sales, delivery and payment conditions of YC Brand Studio B.V.

1. These terms and conditions apply to all sales, quotations and deliveries of YC Brand Studio B.V.
- 2.1. All quotations are without obligation, unless otherwise agreed in writing between seller and buyer.
- 2.2. Any agreement concluded between seller and buyer is fully binding on both parties.
- 2.3. The seller has the right, after the agreement has been concluded, within reasonable limits and if due to commercial, justified for commercial or technical reasons, to make changes to specifications (such as numbers, colours, sizes, etc.). The Seller also has the right not to deliver certain items in those circumstances.
3. 1. Delivery is deemed to have taken place:
 - a. if the goods are accepted or collected by or on behalf of the buyer: at the time of receipt of the goods by the buyer or the third party acting on behalf of the buyer, for example the person engaged by the buyer (professional) carrier or intermediary;
 - b. if the goods are transported by or on behalf of the seller: at the time of the 1st offer or delivery of the goods at the buyer's home or warehouse or at another address specified by the buyer.
- 3.2. From the moment of delivery, the goods are at the buyer's risk.
- 3.3. The costs of transporting the goods in connection with delivery shall be borne by the party arranging the transport.
- 3.4. Insofar as the goods to be delivered are transported on behalf of the seller, they are sent as freight or order goods.
If the buyer wants the goods to be transported as express shipment or light goods or by special transport, the additional costs arising therefrom for his/her account.
- 3.5. Notwithstanding the provisions of paragraph 3, when a seller arranges the transport of a supply of goods whose value is less than or equal to € 1,000.00, the freight costs are for the account of the buyer.
- 3.6. The seller is entitled to a subsequent delivery period of 15 working days, commencing on the day after the delivery date or term has expired, except for orders labeled "fix" or "urgent".
- 4.1. Complaints can only be made by the buyer if they are submitted in writing within 2 weeks after receipt of the goods and clearly described have been submitted to the seller and provided that the goods are still in the original condition in which they are delivered.
- 4.2. Minor commercially acceptable or technically unavoidable deviations in quality, colour, size, weight, finish, design and the like do not form a basis for the buyer to make complaints.
- 4.3. In the event of justified complaints, the seller has the choice to credit or repair the goods within a reasonable period of time or to be replaced, all at the discretion of the seller.
- 5.1. If the agreed final payment term is exceeded, any appeal to a payment discount will lapse and the buyer owes the seller an interest for late payment of 10% per year on the amount owed.
- 5.2. The defaulting buyer is responsible for costs caused by his defect to the seller to cover the extrajudicial collection costs owe a fee in accordance with the legal provisions, with a minimum of € 25, = by invoice. This is independent of any legal costs determined by the court if a claim by the seller or has been handed over to a third party on behalf of the seller.

6.1. The seller is entitled to dissolve all orders in whole or in part, without the intervention of the court, at his own discretion, then to demand advance payment for the deliveries still to be made and/or to suspend these deliveries, if:

a. he can no longer or no longer sufficiently cover the credit risks arising from the order(s) concerned with a credit insurer to be determined;

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b. the buyer has not paid a due and payable invoice from the seller on time, or the buyer's financial position deteriorates compared to the moment the order(s) was placed, before it has been or has been fully executed.

6.2. If the seller wants to cancel an order on the basis of Article 6.1, he must inform the buyer of this and give the buyer a term of 5 days to still pay the orders in advance, or to provide security for this.

7.1. All goods delivered by the seller to the buyer, both paid and unpaid, remain the property of the seller until payment of all invoices, including those not yet due. As long as the seller still pays any amount by virtue of deliveries

has accrued interest and/or collection costs to claim, it is entitled to repossess the goods and the buyer can and may not transfer goods of the seller in any form whatsoever (as security) to third parties or give them to third parties on consignment.

For goods repossessed pursuant to this article, the buyer will be credited for the B-to-B market value of those goods on the day of return.

7.2. The buyer can agree with a third party that he/she will pay the purchase price for him/her and for that purpose in the claim of the buyer seller is subrogated. In the event of payment by a third party, who is subrogated to the seller's claim, the retention of title does not expire.

7.3. In the event of subrogation as referred to in Article 7.2, the seller transfers the reserved title to the goods whose third party has paid the purchase price to the subrogated third party. From the time of subrogation, the buyer holds the goods for the subrogated third.

8.1. The seller will immediately warn the buyer in an agreement if a case of force majeure occurs with him/her. Force majeure is understood in these terms and conditions, in addition to what is understood in this regard in law and jurisprudence, all external causes, foreseen or unforeseen, on which the seller has no influence, but through which the seller is unable to fulfill his obligations in whole or in part, including in any case: calamities, natural disasters, government action, war, outbreak and related disease effects (such as SARS, coronavirus), call-up, strikes, unusual production or transport disruptions, excessive absenteeism other unforeseen circumstances, which affect the business operations of the seller and/or its suppliers. Seller has also the right to invoke force majeure if the circumstance that prevents (further) fulfillment of the agreement, occurs after the seller should have fulfilled his obligation.

8.2. In the event of force majeure on the part of the seller, the buyer cannot claim any compensation.

8.3. In the event of force majeure, an arrangement must be made by the parties for the further execution of the agreement.

9.1. The seller's contractual or non-contractual liability towards the buyer is at all times limited to the amount covered by an insurance policy taken out by the seller through MODINT.

9.2. If, for whatever reason, an insurance policy does not pay out, the contractual or extra-contractual liability of the seller towards the buyer never exceeds the amount of the invoice(s) for which a claim is submitted.

10. This agreement and all disputes related thereto is/are subject to Dutch law, with the exclusion of the applicability of the Vienna Sales Convention. All disputes that may arise between the parties, as a result of their agreement(s) or from further agreements that may result therefrom or from any other existing or future legal relationship, will be settled by the District Court of Gelderland, subject to mandatory competency rules would stand in the way of this choice. If necessary in deviation from the foregoing, the dispute between parties will be settled under the law of the country where the case against Buyer is brought by Seller if The seller opts for the applicability of that right. The Buyer agrees in advance to this choice of law by the Seller.