



Terms and Conditions POPPA B.V. (v2025.1)

1. Definitions

1.1 In these POPPA B.V. Terms and Conditions (hereinafter: Terms and Conditions), the following terms shall have the following meanings:

Services: all services and/or work of any nature whatsoever made/to be made available in any way by or on behalf of POPPA B.V.;

Effective Date: the effective date as defined in the Agreement between the Parties; in the absence of the aforementioned definition, this is the date of signature of the Agreement by POPPA B.V.;

Customer: any natural or legal person with whom POPPA B.V. wishes to enter into, enters into, and/or has entered into a legal relationship;

Supplier: any licensor, subcontractor, and/or other supplier of POPPA B.V.;

Offer: any quotation, offer, and/or statement by POPPA B.V. to Customer regarding the supply of Products or Services and related matters;

Order: any request from Customer to POPPA B.V. to enter into an Agreement;

Agreement: any agreement and/or other legal relationship between the Parties regarding the supply of Products and/or Services and related matters;

Parties, respectively Party: Customer and/or POPPA B.V.;

Products: any item that is supplied or has been supplied by or on behalf of POPPA B.V.;

Confidential Information: all information, data, and materials relating to the Products, Services, and the business of one Party, and

other information provided by or on behalf of that Party ('Disclosing Party') to the other Party ('Receiving Party');

Workday: a calendar day from 9:00 AM to 5:00 PM, excluding weekends and officially recognized public holidays in the Netherlands.

2. Terms and Conditions & Agreement

2.1. These Terms and Conditions apply to every Offer, Order, and Agreement. The Parties expressly declare and acknowledge that no other general purchasing, supply, or other terms and conditions apply to that Agreement, Order, or Offer other than these Terms and Conditions. Deviations from these Terms and Conditions are only permitted with the prior explicit consent of POPPA B.V. and written agreement between the Parties.

2.2. All Offers from POPPA B.V. are non-binding and only serve as an invitation to place an Order, except to the extent that a period of validity is expressly stated in the Offer.

2.3. An Agreement only comes into effect when and to the extent that POPPA B.V. has expressly confirmed that Order or Agreement by post, email, and/or other (electronic) means of communication customary in the market.

3. Products & Services

3.1 POPPA B.V. will make qualified personnel available for the provision of Products and Services and will endeavor to perform their delivery to the best of its knowledge and ability.

3.2 Unless otherwise agreed in writing between the Parties, the delivery of Products will be made against net amounts determined by POPPA B.V. on the basis of Ex Works (EXW, as described in Incoterms 2010).

3.3 For the duration of the Agreement, POPPA B.V. will endeavor to perform the Services to



the best of its knowledge, all in accordance with what has been agreed in writing between the Parties. All Services are provided during Workdays, unless the Parties agree otherwise in writing. All schedules and deadlines mentioned by POPPA B.V. and/or agreed with POPPA B.V. have been described and planned to the best of knowledge based on the data and circumstances known to POPPA B.V. at the time of entering into the Agreement. POPPA B.V. will make every effort to comply with those schedules and deadlines as much as possible; the mere exceeding of such a deadline or schedule does not constitute an attributable failure by POPPA B.V.

3.4 The ownership of the delivered Products only passes to the Customer after full payment by the Customer of all claims under the Agreement. As long as Products are owned by POPPA B.V., POPPA B.V. is always entitled to take possession of these Products, wherever they may be located. After any complaint, the Customer will be credited against the then-current market value of the related Products, which market value will never exceed the original purchase price, less the costs of advertising.

4. Compensation & Payment

4.1. Customer is obliged to pay compensation to POPPA B.V. for the delivered Products and/or Services, and/or related usage rights, all in accordance with the provisions in the Agreement and these Terms and Conditions. Compensations, prices, and rates are expressed in Euro (EUR) and are exclusive of VAT and other taxes and levies that (may) be imposed by the government, unless otherwise stated in writing by POPPA B.V. Invoices from POPPA B.V. are due immediately and will be paid in full by the Customer prior to or at the time of delivery, as described in Article 3.2. Payment is made without any settlement, discount, and/or suspension.

4.2. If Customer fails to pay an amount due on time, (i) POPPA B.V. (without prejudice to its

other rights) - without any further notice of default being required - is entitled to suspend the performance of any Agreement and POPPA B.V. has the right to charge any costs thereby incurred to the Customer, and (ii) Customer - without any further notice of default being required - owes statutory commercial interest on that amount due from the invoice date. If Customer remains in default after notice of default, Customer is also obliged to pay full compensation for the extrajudicial (collection) costs in addition to the amounts then due.

5. Obligations of the Customer

5.1. Customer undertakes to always provide all information and any other items that POPPA B.V. reasonably needs for the proper execution of any Agreement and/or may be useful in this regard, in an adequate timely manner, without charging POPPA B.V. for this. Customer will also provide all necessary and adequate cooperation for the proper execution of any Agreement, also without charging POPPA B.V. for this.

5.2. If Customer does not (adequately) or does not timely comply with the provisions of Article 5.1, POPPA B.V. has the right to suspend the performance of the relevant Agreement in any case and POPPA B.V. has the right to charge the resulting costs according to its usual prices and rates at that time. Customer indemnifies POPPA B.V. against claims from third parties who suffer damage in connection with the performance of any Agreement that is the result of the actions or omissions of Customer.

5.3. Customer is solely responsible for the choice, use, and application of (any part of) the Products and/or Services supplied by POPPA B.V.



6. Warranty & Liability

6.1. All Products and Services are provided "as is," without any express and/or implied warranty of any kind, including but not limited to a warranty of merchantability or fitness for a particular purpose, use, right, or otherwise. All warranties are excluded to the extent permitted by law.

6.2. The total liability of POPPA B.V. arising from the Agreements, Terms and Conditions, Offers, and/or the performance thereof and/or related thereto is exhaustively described in the provisions of (the members of) Article 6; outside (the members of) the cases mentioned in this Article 6, POPPA B.V. has no liability for damages, regardless of the nature of the relevant claim(s).

6.3. Except in cases of intent or gross negligence on the part of the management of POPPA B.V., POPPA B.V. is not liable for (i) indirect damage (including but not limited to consequential damage, loss of profit, missed savings, loss of and damage to data (files), and damage due to business interruption), as well as (ii) any other damage that in total exceeds the total amount (excluding VAT) invoiced by POPPA B.V. to Customer under (the relevant part of) the relevant Agreement and paid by Customer to POPPA B.V. The term "other damage" as mentioned in the previous sentence only means: (i) the reasonable, paid costs that Customer had to incur (a) to determine the cause and extent of that "other damage," (b) to prevent or limit that "other damage," and (c) to have the performance of POPPA B.V. meet the relevant Agreement, insofar as that Agreement has not been terminated by Customer, as well as (ii) material damage to Products and/or other items of Customer or third parties that are directly related to the Products and/or Services provided by POPPA B.V.

6.4. POPPA B.V. is not liable for full or partial non-compliance with any obligation of and/or on behalf of POPPA B.V. under an Agreement

if the relevant non-compliance is not due to (or is the result of) its fault, nor under the law, legal act, and/or generally accepted views (foreseen or unforeseen) for its account and which cannot be attributed to POPPA B.V. (therefore or otherwise). Such a situation also includes an attributable shortcoming of the Supplier(s).

6.5. In such situations, POPPA B.V. has the right to suspend the present and related obligations without judicial intervention and/or - if the situation has lasted longer than two (2) calendar months - to terminate that relevant Agreement in writing in whole or in part, without POPPA B.V. being held to any compensation and/or guarantee. In the event of full or partial termination, what has already been fulfilled under the Agreement will be settled pro rata, without the Parties owing each other anything else.

6.6. Any right of Customer to compensation only arises if Customer reports the damage to POPPA B.V. in a detailed and written manner as soon as possible after its occurrence (but in any case within fourteen (14) days after Customer has become aware of that damage, or should have been). Customer is not entitled to compensation if the Products or Services to which the damage relates have been wholly or partially processed or otherwise modified by and/or on behalf of Customer.

7. Confidentiality

7.1. Each Party treats all Confidential Information strictly confidentially and does not disclose it to third parties. The Parties are mutually obliged to take adequate (precautionary) measures to maintain the confidentiality of the Confidential Information.

7.2. Deviations from the provisions of Article 7.1 are only permitted if (i) the Confidential Information has been provided to the Receiving Party with the prior written consent of the Disclosing Party and the Disclosing Party has



expressly stated in writing that the Receiving Party may provide the Confidential Information to a specific third party, (ii) the Confidential Information was already public or has subsequently become public other than through a breach of the obligations of these Terms and Conditions, (iii) the Receiving Party already possessed it or subsequently obtained it from a source other than the Disclosing Party, (iv) the Confidential Information comes from an independent third party, or (v) disclosure is necessary by law, a lawful order from a government authority, or a judicial decision.

8. Force Majeure

8.1. POPPA B.V. is not obliged to fulfill any obligation if it is prevented from doing so as a result of a circumstance that is not due to its fault, nor under the law, legal act, or generally accepted views for its account.

8.2. Force majeure in these terms and conditions is understood to mean, in addition to what is understood in this regard in law and jurisprudence, all external causes, foreseen or unforeseen, over which POPPA B.V. cannot exert influence, but as a result of which POPPA

B.V. is unable to fulfill its obligations. Strikes in the company of POPPA B.V. or third parties are included. POPPA B.V. also has the right to invoke force majeure if the circumstance that prevents (further) compliance occurs after POPPA B.V. should have fulfilled its commitment.

8.3. During the period that the force majeure continues, POPPA B.V. can suspend the obligations under the agreement. If this period lasts longer than two months, each of the parties is entitled to terminate the agreement, without any obligation to compensate the other party for damage.

9. Applicable Law and Disputes

9.1. All Agreements between POPPA B.V. and Customer are governed by Dutch law.

9.2. All disputes that may arise as a result of an Agreement between POPPA B.V. and Customer will be submitted to the competent court in the district where POPPA B.V. has its registered office.

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