



## General Terms and Conditions FOGA Gum B.V.

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### Article 1 – Definitions

The following definitions apply in these terms and conditions:

1. **Supplementary agreement:** an agreement in which a Customer obtains Products and/or Services via a Contract, and a FOGA or a third party delivers these Products and/or Services in accordance with an agreement between that third party and FOGA;
2. **Withdrawal period:** the period within which a Customer can make use of his right of withdrawal;
3. **Customer:** the company and its employees and representatives that is buying from FOGA;
4. **Day:** calendar day;
5. **Digital content:** data that are produced and supplied in digital form;
6. **Durable medium:** every means – including emails – that enables a Customer or FOGA to store information that is addressed to him in person in a way that facilitates its future use or consultation during a period that is in keeping with the objective for which the information is intended, and which facilitates the unaltered reproduction of the stored information;
7. **Extended duration transaction:** a Contract relating to a series of products and/or services, whereby the obligation to supply and/or purchase is spread over a period of time;
8. **FOGA:** FOGA Gum B.V., a legal person which offers products and/or services to companies from a distance;
9. **Product:** Physical product produced by third-party manufacturers that is offered by FOGA;
10. **Service:** Services that are offered by third-party suppliers (such as consultancy services, freelance expertise, manufacturing capacity, etc.) that is offered by FOGA;
11. **Contract:** a Contract concluded between a FOGA and a Customer within the framework of system organized for the distance sale of Products and/or Services, whereby sole or partly use is made of one or more techniques for distance communication up to and including the moment that the contract is concluded;
12. **Technique for distance communication:** means that can be used for communication regarding the offer made by FOGA and concluding a Contract, without the necessity of the Customer and FOGA being in the same place at the same time.

### Article 2 – Identity of FOGA

Name of FOGA: FOGA Gum BV  
Registered address:  
Stationsplein 45 unit A4.004  
3013 AK Rotterdam  
The Netherlands  
Email address: info@fogagum.com  
Chamber of Commerce number: 66212057  
VAT identification number: NL 856444728B01

### Article 3 – Applicability

1. These general terms and conditions apply to every offer made by FOGA and to every Contract that has been realized between FOGA and a Customer.
2. Prior to the conclusion of a Contract, the text of these general terms and conditions will be made available to the Customer. If this is not reasonably possible, FOGA will indicate, before the Contract is concluded, in what way the General Terms and Conditions are available for inspection at FOGA's premises and that they will be sent free of charge to the Customer, as quickly as possible, at the Customer's request.
3. If the Contract is concluded electronically, then, contrary to the previous paragraph, and before the Contract is concluded, the Customer will be provided with the text of these General Terms and Conditions electronically, in such a way that the Customer can easily store them on a durable data carrier. If this is not reasonably possible, then before concluding the Contract, FOGA will indicate where the General Terms and Conditions can be inspected electronically and that at his request they will be sent to the Customer free of charge, either electronically or in some other way.
4. In cases where specific Product or Service-related terms and conditions apply in addition to these General Terms and Conditions, the second and third paragraphs apply by analogy and the Customer can always invoke the applicable condition that is most favorable to him in the event of incompatibility with the General Terms and Conditions.

### Article 4 – The offer

1. If an offer is subject to a limited period of validity or is made subject to conditions, this will be explicitly mentioned in the offer.
2. The offer contains a complete and accurate description of the Products and/or Services being offered. The description is sufficiently detailed to enable the Customer to make a proper assessment of the offer. If FOGA makes use of illustrations, these will be a true representation of the Products and/or Services being offered. FOGA is not bound by obvious errors or mistakes in the offer.
3. Every offer contains information that makes it clear to the Customer what rights and obligations are related to the acceptance of the offer.

### Article 5 – The Contract

1. The Contract will be concluded, subject to that which is stipulated in paragraph 4, at the moment at which the Customer accepts the offer and the conditions thereby stipulated have been fulfilled.
2. If the Customer has accepted the offer electronically, FOGA will immediately confirm receipt of acceptance of the offer electronically. The Customer can dissolve the Contract as long as this acceptance has not been confirmed by FOGA.
3. If the Contract is concluded electronically, FOGA will take suitable technical and organizational measures to secure the electronic transfer of data and he will ensure a safe web environment. If the Customer is able to pay electronically, FOGA will take suitable security measures.
4. FOGA may obtain information – within statutory frameworks – about the Customer's ability to fulfill his payment obligations, as well as about facts and factors that are important for the responsible conclusion of the Contract. If that research gives

FOGA proper grounds for declining to conclude the Contract, then he has a right, supported by reasons, to reject an order or application or to bind its implementation to special conditions.

5. FOGA will send to a Customer, at the latest when delivering a Product and/or Service, the following information, in writing, or in such a way that the Customer can store it on an accessible durable medium:
  - a) the office address of FOGA's business location where the Customer can lodge complaints;
  - b) information on guarantees and existing after-sales service;
  - c) the price, including all taxes on the product and/or service; the costs of delivery insofar as applicable, and the method of payment, delivery or implementing the Contract;
  - d) the requirements for terminating the Contract, if the duration of the Contract exceeds one year or if it is indefinite;
6. In case of an extended duration Contract, the stipulation in the previous paragraph applies only to the first delivery.

### Article 6 – The price

1. During the period of validity indicated in the offer, the prices of the Products and/or Services being offered will not be increased, except for price changes in VAT-tariffs.
2. Contrary to the previous paragraph, FOGA may offer Products and/or Services at variable prices, in cases where these prices are subject to fluctuations in the financial market over which FOGA has no influence. The offer must refer to this link with fluctuations and the fact that any prices mentioned are recommended prices.
3. Prices stated in offers of Products and/or Services include VAT.

### Article 7 – Contract fulfillment, liability and extra guarantee

1. FOGA guarantees that the products and/or services fulfill the Contract, the specifications stated in the offer, the reasonable requirements of reliability and/or serviceability and the statutory stipulations and/or government regulations that existed on the date that the Contract was concluded. FOGA explicitly excludes that a Product is suited for other than its normal intended use.
2. The manufacturer of a product is liable for product liability to the extent that it is shown that the defect can be attributed to the Products or manufacturer's instructions for use.
3. The Customer should check the product quality before usage in accordance with the specifications provided by the supplier and compliance of these specifications with legislation. The customer should follow the usage instructions for the specific application and should not use the product after expiry.
4. In these Terms & Conditions, references to our "liability" shall be to our liability to Customer under or for breach of the Contract, our liability to Customer for negligence, breach of statutory duty, tort, or accidental or negligent misrepresentation, and any other liability we may have to Customer whatsoever and howsoever arising under, in connection with, or in the course of performing, the Contract, or in connection with the products. Our total liability for all events giving rise to liability to Customers in aggregate for all such events shall be limited to an amount equal to the price, delivery charges and other amounts payable by Customer under the Contract as ascertained at the time of your order. We shall have no liability to Customer for: loss of revenue, bargain, profit, anticipated savings, Contract, business, expectation, use, production, or goodwill; any costs, expenses, liabilities, or commitments wasted, suffered, incurred or entered into in reliance on the Contract; any costs of purchasing substitutes or replacements for the products elsewhere; any special, indirect or consequential losses; your liability to any third party; or loss or damage suffered by any third party.

### Article 8 – Supply, implementation and delivery

1. FOGA will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.
2. The place of delivery is deemed to be the address that the Customer makes known to the company at the time of giving the order.
3. The risk of damage and/or loss of Products rests upon FOGA up to the moment of delivery to the Customer or a representative previously designated by the Customer and announced to FOGA, unless this has explicitly been agreed otherwise.
4. The Customer will upon receipt of shipment of the Products ordered check the packaging of the Products for transport damages. The Customer should report any Product damages to FOGA within two days of receiving the shipment.

### Article 9 – Payment

1. As far as no other date is stipulated in the Contract or supplementary conditions, sums payable by the Customer should be paid within 14 days after commencement of the withdrawal period, or in the absence of a withdrawal period within 14 days after the conclusion of the Contract. In the case of a Contract to provide a service, this 14-day period starts on the day after the Customer received confirmation of the contract.
2. The Customer is obliged to report immediately to FOGA any inaccuracies in payment data provided or stated.
3. If a Customer fails to fulfil his payment obligation(s) in time, after FOGA has informed the Customer about the late payment, the Customer is allowed 14 days in which to fulfil the obligation to pay; if payment is not made within this 14-day period, statutory interest will be payable over the sum owed and FOGA has the right to charge reasonable extrajudicial costs of collection he has incurred. These costs of collection amount to, at the most: 15% of unpaid sums up to €2,500; 10% over the next €2,500; and 5% over the next €5,000, with a minimum of €40. FOGA can make departures from these sums and percentages that are favorable to the Customer.
4. It is understood that all products, delivered under the Contract, remain the property of FOGA, until the Customer has completed payment completely.

### Article 10 – Complaints procedure

1. FOGA provides for a complaints procedure that has been given sufficient publicity, and will deal with a complaint in accordance with this complaints procedure.
2. A Customer who has discovered shortcomings in the implementation of a Contract must submit any complaints to FOGA without delay, in full and with clear descriptions.
3. A reply to complaints submitted to FOGA will be provided within a period of 14 days, calculated from the date of receipt. If it is anticipated that a complaint will require a longer processing time, then FOGA will reply within 14 days, confirming receipt and indicating when the Customer can expect a more elaborate reply.
4. The Customer should give FOGA a time period of at least 4 weeks to solve the complaint in joint consultation. After this period of time, the complaint becomes a dispute that is subject to the disputes settlement scheme.

### Article 11 – Disputes

Contracts entered into between a FOGA and a Customer and which are subject to these general terms and conditions are subject only to Dutch law.

### Article 12 – Additional or different stipulations

Additional stipulations or stipulations that differ from these general terms and conditions, may not be detrimental to the Customer and should be recorded in writing, or in such a way that Customers can store them in a readily accessible manner on a durable medium.

Rotterdam, July 2022