

General terms and conditions of Dopper B2B

1. Definitions and applicability

- 1.1. Dopper: Dopper B.V.,
Incorporated and registered in The Netherlands with company number KVK 57084554
Registered office: Gonnestrstraat 26, 2011 KA Haarlem
VAT number: 57084556
E-mail: info@dopper.com
Telephone number: + 31 (0) 23 – 737 044 5
- 1.2. Customer: the party that enters into a purchase agreement with Dopper for the purchase of Products and/or services from Dopper.
- 1.3. Products: the products specified in the purchase agreement.
- 1.4. These general terms and conditions are available at the website of Dopper and are deposited with the Dutch Chamber of Commerce under number 57084556.
- 1.5. These general terms and conditions apply to and are incorporated into all purchase agreements agreed with Dopper, to all Dopper's offers and quotations and to deliveries and services provided by Dopper.

2. Orders

- 2.1. Customer can place an order in any of the following limited ways: 1) by e-mail, 2) via Order Shop or 3) via a Dopper sales representative.
- 2.2. Dopper will only be bound to an order once it has confirmed that order in writing and only insofar that it has accepted the order.
- 2.3. Dopper will maintain the following minimum order quantities:
 - 60 units for print requests;
 - Shipping costs: on request.
- 2.4. Upon receipt of the order from the Customer, Dopper will send an order confirmation to the Customer by e-mail. This order confirmation shall, amongst others, contain a copy of the order, a copy of these applicable general terms and conditions, a confirmation whether or not the ordered products are in stock and the expected non-binding delivery date.

3. Inspection of the order confirmation

- 3.1. When the Customer has received the order confirmation the Customer is obliged to check the confirmation for any errors or missing elements.
- 3.2. Any mistakes in the order confirmation or necessary changes to the order confirmation need to be communicated to Dopper as soon as possible but at least within 1 working day after the order confirmation was received by the Customer.
- 3.3. The delivery time for printed orders is approximately 10 working days after receipt of approval of the order confirmation and payment of the total order amount.
- 3.4. Dopper is not responsible in any way for errors, missing elements or other unnoticed anomalies after the order confirmation has been approved by the Customer.

4. Prices

- 4.1. The prices stated in any pricelist and in the order of Dopper are exclusive of VAT and based upon delivery ex works Incoterms 2020 at the warehouse of Dopper in Zaandam, The Netherlands. As such all costs, duties, levies, taxes and charges owed after delivery, for example due to transport to the Customer, are for the risk and account of the Customer.

- 4.2. Dopper is obliged to calculate VAT for all sales in the Netherlands. In the event the Customer is vested outside the Netherlands, Dopper may agree on an intra-communitarian delivery. The Customer shall indemnify Dopper against all damage, loss and/or cost that may ensue for Dopper from the fact that the Customer is not properly registered for VAT or similar tax purposes and/or that the Customer has issued incorrect data to Dopper or has not issued the data on time.

- 4.3. Dopper reserves the right to change its prices and conditions at any time. Dopper quotations have a validity period of 30 days from the quotation date.

5. Use of Products

- 5.1. Customer may only use the Products for the purpose of the purchase agreement concluded with Dopper and under the conditions set out in the relevant agreement. Customer shall not, without the prior written consent of Dopper, in any manner whatsoever change or alter the Product(s), its packaging, product specifications or any other information displayed thereon.
- 5.2. Customer shall not re-sell the product to a retailer or any other third party for resell without the prior written consent of Dopper. Printed Doppers can be used as a sustainable business card and can be handed over to employees, customers and contacts free of charge. Furthermore the product can not be purchased for a Buy&Get promotion of any kind.
- 5.3. Any use of the name Dopper or any trademarks that Dopper holds need the prior written permission of Dopper. URL's that included the name Dopper and any trademarks for SEA purposes (Google AdWords) can not be used.
- 5.4. Any pictures or text on the website of Dopper may not be used without the prior written permission of Dopper.

6. Performance of the contract

- 6.1. All obligations entered into by Dopper are obligations to use its best efforts, not obligations to achieve a result.

7. Cancellation or modification

- 7.1. All requests for cancellations or modifications of the order must be made before Dopper sends the invoice and must be the subject of a written request from the Customer to Dopper.
- 7.2. Dopper reserves the right to accept or refuse the cancellation or modification request upon its own discretion.
- 7.3. In case of a full or partial cancellation of an order, Dopper reserves the right to charge 50% of the value of the cancelled order.
- 7.4. Any remaining orders will be automatically retained throughout the season, except upon written notification from the Customer.

8. Delivery and transport

- 8.1. Customer bears the risk of the sold Products from delivery onwards. Unless agreed otherwise in writing, delivery is made EXW (ex works) Incoterms 2020, i.e. the warehouse of Dopper in Zaandam, The Netherlands. Transfer of ownership of the sold Products is effected under the conditions precedents of payment by placing the sold Products merely under the control (and not in the possession) of Customer upon delivery.
- 8.2. Unless agreed otherwise in writing, the agreed delivery

time shall commence after receipt by Dopper of the payment for the Products to be delivered. After receipt of payment Dopper shall inform the Customer they can collect the ordered products within 3-4 working days. Dopper will deliver the ordered products free from encumbrance and special charges by giving possession of the ordered products to the Customer at the warehouse of Dopper in Zaandam, The Netherlands.

- 8.3. If Dopper does not deliver the sold Products to Customer within the agreed delivery period, Customer must give Dopper written notice of default and grant a further period of no less than fourteen days to deliver the sold Products.
- 8.4. Delay in delivery shall not relieve the Customer of its obligation to accept and pay for remaining deliveries. If delivery of Products is delayed due to default in payment of the purchase price, delay in receipt of shipping instructions, documents for payment, required inspection, export license or authorization or other cause for which Dopper is not responsible, charges for demurrage and storage shall be paid by the Customer.
- 8.5. At Dopper's first request, Customer is required to take receipt of the Products purchased. If Customer does not take receipt of the purchased Products at Dopper's first request, Dopper will hold the sold Products for the account and risk of Customer.

9. Retention of title

- 9.1. Dopper retains ownership of the Products sold/supplied to Customer until Customer has paid the full purchase price for these Products.
- 9.2. Customer may not otherwise dispose of the Products supplied, encumber them, give them in usufruct, mix them or permanently affix them to other goods.
- 9.3. Customer will insure the Products supplied against fire, explosion, water damage and theft. At Dopper's first request, Customer will make the insurance policy available to Dopper. At Dopper's first request, Customer will pledge its claim by virtue of the aforementioned insurance policy to Dopper.
- 9.4. Customer will inform Dopper in the event that garnishment is levied on the Products supplied and owned by Dopper and Customer will provide Dopper with all information that Dopper deems necessary for lifting the garnishment on the Products supplied. Customer must compensate Dopper for the costs of having the garnishment lifted.
- 9.5. If Dopper has explicitly agreed in writing with Customer that prepayment is not required and Dopper does not receive the full purchase price within 10 days of the date/dispatch of the invoice, Dopper may reclaim the Products supplied by means of a written statement addressed to Customer. This statement has the effect of cancelling the purchase and terminating Customer's right to retain/acquire ownership of the Products supplied. If Dopper has to proceed to exercise its right to complain and reclaims the Products supplied, then – without Dopper having to send a prior notice of default – Customer will incur a penalty of 15% of the agreed purchase price (including VAT), without prejudice to Dopper's right to claim compensation for the damage suffered by it as a result of the purchase price being cancelled and no mutual performance taking place.
- 9.6. In the event that Customer is declared bankrupt or is granted suspension of payments, the reclaiming by Dopper

will have no consequences if the receiver/administrator pays the purchase price and contractual penalty/penalties owed within a period set by Dopper or security is provided for this payment.

- 9.7. Dopper's rights as described in this Article do not lapse through the passage of time, but only through payment of the full purchase price (plus any penalties owed) by Customer.

10. Payment

- 10.1. Unless agreed otherwise in writing, the Customer shall pay all (repeat)orders upfront (prepayment) within 10 days following the request/ receipt of the invoice of Dopper. This is a final/absolute payment deadline.
- 10.2. Customer is required to pay the purchase price by payment of the amount owed to the bank account indicated by Dopper, stating the payment references indicated by Dopper.
- 10.3. Dopper will prepare an invoice for every order (and (partial) delivery) and will send it to Customer. Dopper may send the invoices to Customer both by email.
- 10.4. If the Products are not paid by the Customer within 10 days following the request of Dopper, the Products will not be reserved for nor be delivered to the Customer, unless Dopper has indicated to Customer in writing that prepayment is not required and parties have agreed other payment conditions in writing.
- 10.5. The Customer shall pay all invoices and the amounts due to Dopper in Euros, unless explicitly stated otherwise.
- 10.6. Customer must send complaints regarding the correctness of the invoice in writing to Dopper within 10 days of the date/dispatch of the invoice. The right to complain about the correctness of the invoice lapses upon the expiry of this period. If Customer complains in good time and with good reason, Dopper will credit the incorrect invoice and send a new invoice to Customer. Any objections against the amount invoiced do not suspend Customer's payment obligation.
- 10.7. Customer is not entitled to suspend its payment obligation or rely on setoff, save for with Dopper's prior written consent.
- 10.8. If Dopper does not receive the purchase price within the agreed term for payment, Customer will be in default by operation of law. In that case, the following rights, amongst others, accrue to Dopper, without Dopper having to send a prior notice of default to Customer:
 - Hold back the Products to be delivered to Customer;
 - From the date of default to the date of full payment, Dopper can claim payment of interest equal to the statutory commercial interest applicable at that time, plus 1% per month;
 - In addition to payment of the principal sum owed and the default interest, Dopper has the right to reimbursement of the extrajudicial costs incurred by it. If Customer fails to meet the agreed payment deadline, then – without Dopper having to send a prior notice of default – Customer will owe a penalty of 15% of the principal sum owed (including VAT), without prejudice to Dopper's right to claim the extrajudicial costs actually incurred by it;
 - If Dopper has to proceed to serve a summons at the address of Customer, then – without Dopper having to send a prior notice of default – Customer will incur an additional penalty of 15% of the principal sum owed (including VAT), without prejudice to Dopper's right to claim the judicial costs actually

- incurred by it (including, but not limited to, court registry fees and attorney's fees, attachment costs and disbursements that have actually been incurred).
- 10.9. At Dopper's first request, Customer will provide further security and provide Dopper with insight into its assets, creditors and debtors, so that Dopper can recover the outstanding claim from Customer, by enforcing this further security if necessary. The provisions in this Article are without prejudice to Dopper's statutory right to levy prejudgment/executory attachment on Customer's assets.
- 10.10. Dopper is entitled to set off all claims with a monetary value that Customer has against Dopper with claims that Dopper or all enterprises affiliated in any way with Dopper have against Customer. If Customer is part of a group of enterprises in any way, 'Customer' is taken to refer to all enterprises belonging to that group in any way.
- 10.11. Customer hereby gives Dopper prior consent to transfer or pledge the claims that Dopper has against Customer.
- 11. Complaints**
- 11.1. The Products will, subject to this Article, be supplied to Customer without the right to return.
- 11.2. The delivered Products are in conformity with the purchase agreement if the Products have the characteristics stated in the order (colour/quantities) and the characteristics necessary for normal use as water bottle (element). In case of normal use in line with the prescriptions of Dopper the economic life cycle of the water bottle plus accessories will be minimal two years as of delivery. Dopper does not accept orders which require Products with characteristics necessary for any other particular use.
- 11.3. As soon as Customer retains the Products purchased, Customer must check whether the Products supplied conform to the agreed specifications/characteristics. If the Products supplied do not conform to the agreed specifications/characteristics, Customer can require Dopper to proceed to deliver the missing Products or to replace the Product(s) supplied free of charge. All other right and remedies mentioned in the Dutch law (in case of delivery of a non-conform product, e.g. (partially) rescind the order/purchase agreement, file a claim for damages etc.) are herewith excluded.
- 11.4. Customer can no longer invoke the delivered Products' non-conformity with the contract if it does not notify Dopper thereof:
- For visible deviations/defects: within ten days of delivery for deviations/defects that are discovered at the entry check/inspection referred to in Article 11.3, or that at least should have been discovered at that stage; and
 - For hidden deviations/defects: within ten days of the moment at which Customer discovered the deviation/defect or should reasonably have discovered it. Causes of action and defences, based on facts that would justify the assertion that the delivered Products do not conform to the contract, lapse one year after the notification sent in accordance with this clause.
- 11.5. Complaints can be addressed to your Dedicated Dopper Sales Manager.
- 11.6. Complaints do not suspend Customer's payment obligations towards Dopper.
- 12. Liability**
- 12.1. In the event that Dopper is liable to the Customer based upon the purchase agreement or the law this liability will be limited as set out in this Article.
- 12.2. Except in the event of intent or gross negligence on the side of Dopper, Dopper will never be liable for any damages of Customer or third parties.
- 12.3. In no event shall Dopper be liable for any indirect or consequential damages (gevolgsschade c.q. gederfde winst). Lost profits, foregone sales or other damage based on foregone future profit streams or foregone benefits/savings are not eligible for compensation by Dopper.
- 12.4. Insofar that Dopper can be held liable in accordance with Article 12.2, Dopper shall only be obliged to repair the damage that the Customer has incurred due to acts or omissions from Dopper as far as the following conditions are fulfilled:
- The damages are attributable to Dopper as the damages occur due to the fault of Dopper or are for the account and risk pursuant to the law;
 - Dopper has been in default as mentioned in Article 6:74 subsection 2 Dutch Civil Code;
 - The damages are not (also) a result of a circumstance which can be attributed to the person suffering the loss;
 - The event which lead to the damage did not also result in a benefit for the Customer;
- 12.5. In the event that the conditions as stated in this Article are not all fulfilled, Dopper is not obliged to repair the damage claimed by the Customer.
- 12.6. The damages to be repaired will consist of loss to property, proprietary rights and interest and other prejudice taken into account that; Loss to property, proprietary rights and interests comprises the loss incurred but not the profit deprived. The Customer can under no circumstance claim the profit deprived from Dopper.
- 12.7. Dopper has taken out (product) liability insurance to cover its liability risks. In the event that Customer suffers damage for which Dopper is liable, at Customer's first written request Dopper will submit the claim for payment of damages to Dopper's insurer, requesting compensation for the damage suffered by Customer. If Dopper's insurer accepts the insurance claim and compensates the damage suffered by Customer, consisting of the loss it has suffered, Customer will compensate Dopper for Dopper's applicable excess.
- 12.8. In the event that Dopper's (product) liability insurance does not offer cover or does not pay out, Dopper's liability will be capped at/limited to the purchase price actually received by Dopper (excluding VAT) in respect of the supplied Products that caused the damage.
- 12.9. Customer hereby waives its right to claim for damage other than the damage consisting of the loss it has suffered that bears such relation to the event on which the liability is based that the loss suffered can be attributed to this event.
- 12.10. Causes of action and defences, based on facts that would justify the assertion that Customer has suffered damage for which Dopper is liable, lapse after a period of one year calculated from the day on which the damage arose.
- 13. Intellectual property**
- 13.1. Dopper has the exclusive right to disclose and reproduce the copyrighted works (such as drafts, drawings and designs) produced by it.
- 13.2. All intellectual property rights of and with respect to the Products, Dopper's website, samples, flyers and any other (marketing)materials provided by Dopper to Customer belong to Dopper.

- 13.3. Customer has a non-exclusive right to use the trade name(s), logos and (marketing) materials provided by Dopper in the promotion and advertisement of the Products as agreed in, subject to and for the duration of the purchase agreement.
- 13.4. The Customer shall not sub-license, transfer or otherwise deal with the rights of use of the Trade Marks, trade name(s), symbols, logos, (marketing) materials and other intellectual property rights of Dopper granted under the purchase agreement. Customer shall not do, or omit to do, anything in its use of the Trade Marks, trade name(s), symbols, logos and (marketing) materials that could adversely affect their validity, distinctiveness, and reputation, and/or the goodwill and brand image of Dopper.
- 13.5. Customer shall promptly give notice in writing to Dopper if it becomes aware of any infringement or suspected infringement of the Trade Marks, trade name(s), symbols, logos or any other intellectual property rights relating to the Product by any third party.
- 13.6. Customer is not permitted to modify the Products in full or in part or change, alter, disfigure, remove or cover up any brand markings or identifying marks affixed on the Products and/or packaging or any lettering, numbering or insignia displayed on the Products and/or packaging.
- 13.7. If, on Customer's instructions, Dopper uses certain works/image rights/text rights or other intellectual property rights of Customer, Customer warrants that it has a sufficient right/sufficient licence for use of the intellectual property rights used. If a third party claim is nevertheless instituted against Dopper for unlawful use of/infringement of an intellectual property right, Customer will fully indemnify Dopper against liability and, if necessary, hold Dopper completely harmless.

14. Privacy

- 14.1. When entering into an agreement and for the performance of the agreement, Dopper requests Customer to provide it with personal data. Dopper will use this data for the confirmation of the agreement, the performance of its obligations under the agreement, relationship management and marketing, e.g. inform Customer of relevant Products and services of Dopper.
- 14.2. Dopper saves Customers data in its own customer relationship management program. This way Dopper is able to serve Customers in its best ability and can make sure tailor made offers are send to the right target group.
- 14.3. The Customer herewith agrees and accepts that Dopper uses and saves Customers data in its own customer relationship management program for the purposes stipulated in Article 14.1. In the event that the Customer wants to terminate its aforementioned approval an email can be send to info@dopper.com.
- 14.4. Dopper also allows the right to use Customer's company details for more detailed background checks in order to manage risks before signing agreements.
- 14.5. The Customer has the right to access their Customer information file and correct any details if necessary.
- 14.6. When visiting the website of Dopper the Customers' IP-address will be registered. This is for navigation purposes only, so Dopper can analyse best visited pages, most bought products and improve the functionality of the entire website and its content. Cookies will only be used to optimize the use of the website of Dopper and will not be

used for any other purposes.

- 14.7. Dopper will only use e-mail addresses that were given for marketing or service purposes. If the Customer does not want to receive any promotional offers or informational newsletters an email can be send to info@dopper.com.
- 14.8. Without Customers permission, Dopper will never disclose/supply the data to third parties.
- #### 15. Court and applicable law
- 15.1. These general terms and conditions and all agreements concluded with Dopper are governed by Dutch law.
- 15.2. All disputes between Customer and Dopper concerning or resulting from these general terms and conditions, or further agreements resulting thereof, will be exclusively presented to the District Court of Noord-Holland.