

**Article 1. Identity**

Name: Dock Discounter BV
Registered office: Coolsingel 139, 3012 AG, Rotterdam
Telephone number: 064-4491100
Opening hours: Monday to Friday, 10.00–17.00
Email: info@dockdiscounter.nl Website: www.dockdiscounter.nl
Chamber of Commerce number: 42044581
VAT number: NL86945284B01

Definitions

1.1 In these general terms and conditions, capitalised words have the meanings set out below, unless the context clearly indicates otherwise. **Article** means an article of these general terms and conditions.

Consumer means any natural person acting for purposes outside their business or professional activities. **Dock Discounter** means the private limited company Dock Discounter B.V., registered in the Commercial Register under number 42044581. **Buyer** means any legal person or Consumer who has entered into an Agreement with Dock Discounter, or at least

Delivery means making the Product available to the Buyer, regardless of whether the Buyer actually takes delivery of the Product at the time of making it available. **Agreement** means the Written Purchase Agreement whereby Dock Discounter undertakes to deliver a Product to the Buyer and the Buyer undertakes to pay a price in cash for it. **Product** means any movable property offered, sold and/or delivered by Dock Discounter. In Writing means in writing, by email, via the Dock Discounter website or by any other electronic means agreed between the Buyer and Dock Discounter whereby messages are stored and can be made readable within a reasonable period of time.

1.2. In these general terms and conditions, nouns, pronouns and verbs in the singular are deemed to include the plural, and vice versa, insofar as the context requires.

1.3. In these general terms and conditions, words such as “including”, “comprising” “comprise” or “including” are used to indicate that the list to which they refer is not exhaustive

Article 2. General

2.1. These general terms and conditions apply to all Agreements, offers and quotations whereby Dock Discounter undertakes to sell and supply Products to a natural or legal person, who undertakes to pay a monetary price.

2.2. The applicability of the terms and conditions of the Buyer is expressly rejected by Dock Discounter.

2.3. Dock Discounter reserves the right to amend these general terms and conditions. The Buyer is deemed to have accepted any amendment to these general terms and conditions if they have not objected within seven (7) days of written notification of the amendments by Dock Discounter.

2.4. Insofar as the Agreement contains provisions that conflict with these general terms and conditions, an offer and/or a quotation, the provisions of the Agreement shall prevail.

2.5. Insofar as these general terms and conditions have been translated into a language other than Dutch, the Dutch text shall always prevail in the event of any discrepancies

Article 3. Formation and content of the Agreement

3.1. All offers and quotations from Dock Discounter are non-binding and may be revoked by Dock Discounter at any time, even after the offer has been accepted by the Buyer.

3.2. The Agreement between the Buyer and Dock Discounter is concluded (i) either by a written confirmation by the Buyer of the quotation sent to the Buyer by Dock Discounter, (ii) or by a Written order confirmation from Dock Discounter regarding the order placed by the Buyer, regardless of whether the quotation and/or order confirmation has been signed.

3.3. The Buyer is obliged to provide all necessary cooperation for the correct and timely performance of the Agreement and guarantees the accuracy, completeness and reliability of the data and/or specifications provided by or on behalf of the Buyer data and/or specifications.

3.4. In the event of a discrepancy between the order – as intended by the Buyer – and Dock Discounter's Written order confirmation, the Buyer shall be bound by Dock Discounter's order confirmation, unless the Buyer notifies Dock Discounter in Writing no later than five (5) days after the date of the order confirmation that the order confirmation does not correspond to the order and the Buyer proves that Dock Discounter was aware of this.

3.5. Dock Discounter reserves the right to refuse orders.

Article 4. Price and payment

4.1. If the Buyer is a Consumer, all prices quoted and agreed are inclusive of VAT. In all other cases, the Supplier is free to quote prices exclusive of VAT.

4.2. Unless the Buyer and Dock Discounter have agreed otherwise, the Buyer is obliged to pay the calculated price immediately prior to or upon conclusion of the Agreement.

If payment by invoice has been agreed, the Buyer is obliged to pay the invoiced price without delay but within 15 days of the invoice date. The calculated price must be paid by the Buyer without any deduction, discount or set-off, and the Buyer is not entitled to invoke suspension. The stated payment terms are strict deadlines and the invoiced price shall become immediately due and payable if a circumstance arises as referred to in Article 19.1.

4.3. Once the payment term has expired, the Buyer shall owe Dock Discounter, in addition to the principal sum due including VAT: (i) statutory commercial interest, (ii) compensation for extrajudicial (debt collection) costs, which shall amount to at least 15% of the principal sum due including VAT, with a minimum of €250.00, and (iii) compensation for reasonable legal costs incurred, including reasonable costs incurred by advisers, solicitors and external experts. This is without prejudice to Dock Discounter's other statutory and contractual rights of Dock Discounter.

Article 5. Delivery

5.1. Unless otherwise agreed, Delivery shall take place under the Ex Works (EXW) delivery term, as defined in Incoterms® 2020, at the address Coolsingel 139, 3012 AG Rotterdam. The Buyer shall therefore bear all risks of damage to or loss of the Product from the moment Delivery commences.

5.2. If the Buyer wishes to have the Product shipped by the Supplier – at the Buyer's own expense and risk – to the Buyer's address, a surcharge to be determined in respect of

transport, dispatch and/or postage costs, export and import duties, customs clearance costs and taxes.

In that case, the costs of packaging the Product shall be borne by Dock Discounter. Dock Discounter will not take back the packaging.

In all other respects, the delivery term Ex Works (EXW), as defined in Incoterms® 2020, remains unchanged.

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5.3. Unless otherwise agreed, the Buyer must collect the Product within five (5) working days of Delivery from the address where the Delivery took place. If the Buyer fails to collect the Product on time, Dock Discounter is entitled to charge a reasonable fee for the storage and management of the Product.

5.4. An agreed delivery period is always a target date and not a strict deadline, which only commences once the Buyer has paid. Barring unforeseen circumstances and/or force majeure, the delivery period for a Consumer shall be a maximum of 30 days after receipt of payment.

5.5. Dock Discounter is entitled to deliver the order in instalments or to wait until the entire order is ready for delivery.

Article 6. Retention of title

6.1. Dock Discounter retains title to all Products delivered by it to the Buyer under any Agreement and to Products yet to be delivered until the payment for all such Products under any Agreement has been paid in full. Should Dock Discounter acquire any claims against the Buyer by virtue of any other obligation, the retention of title shall also apply until the Buyer has settled the relevant claims.

6.2. The Buyer is not authorised to pledge the Products delivered by Dock Discounter subject to retention of title, nor to encumber them in any other way, and is

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delivered under retention of title with due care and as recognisably property of Dock Discounter, so as to prevent, amongst other things, commingling and/or subsequent disposal.

6.3. The Buyer is obliged to insure the Products for the duration of the retention of title against fire, explosion and water damage, as well as against theft.

6.4. If third parties (wish to) attach the Products delivered under retention of title or wish to establish or assert any rights thereto, the Buyer is obliged to notify Dock Discounter of this immediately in writing.

6.5. If the Buyer fails to fulfil a material obligation towards Dock Discounter, Dock Discounter shall be entitled, at its own discretion and without any liability towards the Buyer, to take back the Products delivered under retention of title, without prejudice to Dock Discounter's right to claim compensation for damage, loss of profit and (default) interest, and without prejudice to Dock Discounter's right to terminate the Agreement in whole or in part by written notice, without further notice of default.

6.6. If the law of the country of destination of the Product provides for more extensive possibilities for retaining title than those set out in this Article 6, it shall be deemed between the parties that these more extensive possibilities have been stipulated for the benefit of Dock Discounter, on the understanding that if it cannot be objectively determined which more extensive rules are referred to herein, the other provisions of this Article 6 shall continue to apply.

Article 7. Complaints

7.1. The Buyer is obliged, upon or immediately after receipt of the Product, to examine whether the delivered Product complies with the Agreement and must, in particular, check soundness, integrity and completeness.

7.2. If, during the inspection referred to in Article 7.1, the Buyer discovers that the delivered Product does not comply with the Agreement, they must notify Dock Discounter in Writing without delay, but no later than fourteen (14) days after receipt.

7.3. Following the notification referred to in Article 7.2, the Buyer is obliged to follow Dock and to provide all necessary cooperation to ensure the correct and timely handling of the complaint by Dock Discounter.

7.4. In the event of a breach by the Buyer of Article 7.2 and/or 7.3, any claim by the Buyer against Dock Discounter regarding non-conformity shall lapse. In any event, the Buyer may no longer submit complaints once the warranty provided by Dock Discounter under Article 11.6 has lapsed.

7.5. Complaints do not suspend the Buyer's payment obligations under the Agreement.

Article 8. Right of withdrawal

8.1. In the case of a distance contract, the Consumer may within a cooling-off period of fourteen (14) days without giving reasons. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lies with the Consumer.

8.2. The cooling-off period referred to in Article 8.1 commences on:

a. the day after the Consumer, or a third party designated in advance by the Consumer who is not the carrier, has received the Product;

b. if the Consumer has ordered : the day on which the Consumer, or a third party designated by them, has received the last Product;

c. if the Delivery of a Product consists of several consignments or parts: the day on which the Consumer, or a third party designated by them, has received the last consignment or the last part.

8.3. If a Consumer exercises their right of withdrawal, they must notify Dock Discounter.

8.4. The model form referred to in Article 8.3 reads as follows:

To: Dock Discounter B.V., Coolsingel 139, 3012 AG Rotterdam, info@dockdiscounter.nl

I/We* hereby notify you that I/we* wish to withdraw from our contract regarding the sale of the following products: [product description] , which were ordered on/received on* [date of order/receipt of Products]. **Please delete as appropriate or fill in as applicable.*

From: [Name of Consumer(s)]
[Address of Consumer(s)]
[Signature of Consumer(s)**]

***Signature required only if the form is submitted on paper.*

8.5. As soon as possible, but in any event within 14 days from the day following the notification referred to in Article 8.3, the Consumer shall return the product or hand it over to (an authorised representative

of) Dock Discounter. The Consumer shall in any event be deemed to have complied with the return period if they return the Product before the cooling-off period has expired.

8.6. The Consumer shall return the Product with all accessories supplied, if reasonably possible in its original condition and packaging, and in accordance with the reasonable and clear instructions provided by Dock Discounter. In doing so, the Consumer shall bear the direct costs of returning the Product.

8.7. If Dock Discounter has not provided the Consumer with the legally required information regarding the right of withdrawal or the model withdrawal form as referred to in Article 8.4, the cooling-off period shall expire twelve (12) months after the end of the original cooling-off period set out in Article 8.2. If the mandatory information is provided after the start date of the original cooling-off period but before the expiry of the aforementioned period of twelve (12) months, the cooling-off period expires 14 days after the day on which the Consumer received that information.

8.8. If the Consumer exercises their right of withdrawal, all ancillary agreements shall be dissolved by operation of law.

8.G. The following products are excluded from the right of withdrawal referred to in this Article 8, provided this is clearly stated by Dock Discounter in the offer, or at least in good time before the conclusion of the Agreement:

- a. Custom-made products manufactured or assembled in accordance with the specifications provided by the Consumer;
- b. Products which, by their nature, have been irrevocably mixed with other products after delivery;

c. Products whose price is subject to fluctuations in a (financial) market over which Dock Discounter has no influence and which may occur within the withdrawal period.

Article G. Consumer's obligations during the cooling-off period

G.1. During the cooling-off period, the Consumer must handle the Product and its packaging with care. The Consumer shall only unpack or use the Product to the extent necessary to ascertain the nature, characteristics and functioning of the product. In doing so, the Consumer may only handle and inspect the Product as they would be permitted to do in a shop.

G.2. The Consumer is liable for any reduction in the value of the Product resulting from handling the Product in a manner that goes beyond what is permitted under Article 9.1.

G.3. The Consumer shall not be liable for any loss in value of the Product if Dock Discounter has not provided the Consumer with all legally required information regarding the right of withdrawal before or at the time of concluding the Agreement.

Article 10. Dock Discounter's obligations upon withdrawal

10.1. If Dock Discounter receives the Consumer's notice of withdrawal by electronic , it shall send a confirmation of receipt.

10.2. Without delay, but within 14 days following the day on which the Consumer notifies Dock Discounter of the withdrawal, Dock Discounter shall refund all payments made by the Consumer in respect of the returned Product, including any delivery costs charged. Unless Dock Discounter offers

the option to collect the Product in person, it may delay the refund until it has received the Product or until the Consumer provides evidence that they have returned the Product, whichever occurs first.

10.3. Dock Discounter will use the same payment method for the refund as the Consumer used, unless the Consumer agrees to alternative method.

10.4. If the Consumer has opted for a more expensive method of delivery than the cheapest standard delivery, Dock Discounter is not obliged to refund the additional costs for the more expensive method.

Article 11. Warranty and complaints

11.1. Dock Discounter guarantees that every Product meets the specifications as set out in the Agreement.

11.2. Dock Discounter provides no guarantees regarding any possible application of the Product – expressly including the use of the Product as a vessel, foundation and/or footing – by the Buyer, whether or not in connection with other items. Specific applications of a Product by the Buyer must therefore be assessed on a trial basis

11.3. Deviations from agreed weights, colours, compositions, prints and/or other specifications mentioned in the Agreement do not entitle the Buyer to refuse (the Delivery of) the Product, unless the Buyer demonstrates that the deviation is such that it is unacceptable. In this regard, deviations must be assessed on the basis of a typical sample of the Product and not on the basis of a few exceptional items.

11.4. In the event of a breach of the warranty as referred to in Article 11.1, Dock Discounter is only obliged to replace or repair the Product in question free of charge or to refund the price charged for it
, at Dock Discounter's discretion.

11.5. With regard to the replacement of (a part of) the Product referred to in Article 11.4, Dock Discounter may fulfil this obligation by supplying a comparable (part of the) Product, provided that this has the same, or at least comparable, specifications as the (part of the) Product to be replaced. Furthermore, Dock Discounter is only obliged to replace the Product if the replacement (part of the) Product is available on reasonable terms and through reasonable channels, at the sole discretion of Dock Discounter.

11.6. All warranty claims lapse:

a. With regard to the floats accompanying the Product, once a period of five (5) years has elapsed since Delivery, and with regard to the rest of the Product, once a period of one (1) year has elapsed since Delivery;

b. Where the Buyer is in default of payment or otherwise fails to fulfilment of their obligation(s) under the Agreement;

c. Where the defect arises from improper use and/or application, insufficient maintenance, normal wear and tear or damage, or from acts or omissions by the Buyer contrary to (product) information, (product) advice, (use and/or processing) instructions and/or (safety) instructions. 'Improper

use includes, among other things, causing
(maritime) accidents;

communications of

d. Where the Buyer, either themselves or through
third parties,
has made (or had made) modifications to the
Product;

e. Where the warranty period specified by the
manufacturer for the Product in question has
expired; and

f. Where the Buyer has not notified Dock
Discounter in writing within fourteen (14) days
of discovering the defect.

11.7. Any recall or complaint by Dock Discounter
regarding Products due to a breach of the
warranty as referred to in Article
11.1 does not affect the Buyer's obligations
arising from previous or future
Deliveries and does not entitle the Buyer to
suspend payment of claims by Dock Discounter.

Article 12. Liability

12.1. Dock Discounter excludes all
liability for direct damage and/or indirect damage
(including, in any event but not limited to,
consequential damage,
business interruption, loss of profit, lost savings,
reduced goodwill and loss of business) caused by
Dock
Discounter, its subordinates, the persons
(including auxiliary persons) engaged by it and/or
its
Products, unless the damage is the result of wilful
misconduct or gross negligence
on the part of Dock Discounter.

12.2. Any liability on the part of Dock Discounter
with regard to the
is excluded.

12.3. Dock Discounter shall never be liable in
respect of advice given verbally,
information, recommendations or

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a similar nature. Written instructions for use and application guidelines provided with a Product are based on the state of knowledge and experience at the time of Delivery. Dock Discounter shall not be liable for the quality of the Products or for any damage caused by a Product, if the Buyer, when transporting, storing, processing or blending a Product, fails to act, or acts only partially, in accordance with the relevant instructions or regulations.

12.4. In the event that Dock Discounter's liability cannot be limited, compensation shall in any event be limited to one times the price paid for the Product (excluding VAT) from which the liability arises, or in connection with which the liability has arisen. To the extent that this amount exceeds the sum Dock Discounter may receive under its liability insurance in the relevant case, plus the excess payable by Dock , Dock Discounter's liability shall in any event be limited to the amount of that payment.

12.5. The limitations of liability in this Article 12 apply per claim, whereby a series of related events causing damage shall be regarded as a single event or a single claim.

Article 13. Indemnity

13.1. The Buyer shall indemnify Dock Discounter against any liability towards one or more third parties arising from and/or in connection with the performance of the Agreement, regardless of whether the damage was caused or inflicted by Dock Discounter, an auxiliary person or auxiliary goods, or whether

result of a defect in services or Products supplied by Dock Discounter.

13.2. If the damage is partly the result of a circumstance attributable to the Buyer, the Buyer shall always be obliged to compensate at least a proportionate share of such damage. The Buyer shall ensure that adequate insurance against the performance risk as referred to in Article 13.1.

Article 14. Force majeure

14.1. Dock Discounter shall not be obliged to fulfil any obligation during the period in which it is prevented, by force majeure within the meaning of Article 75 of Book 6 of the Dutch Civil Code, from fulfilling its obligations under the Agreement or from preparing for such fulfilment. An agreed delivery period shall be extended by this period. Force majeure shall in any event be understood to mean:

- (i) defects in goods from third parties used by Dock Discounter,
- (ii) any failure on the part of Dock Discounter,
- (iii) fire at any of Dock Discounter's premises
- (iv) government measures,
- (v) outbreak of an epidemic and/or pandemic, power cuts,
- (vi) war,
- (vii) labour disputes and/or strikes, and
- (viii) hacking attacks, ransomware attacks and/or DDoS attacks.

14.2 If force majeure occurs whilst the Agreement has already been partially performed, the Buyer is obliged to retain, accept and/or and to pay the Price due to Dock Discounter. This obligation

does not apply if the Buyer demonstrates that the part of the goods already delivered cannot (or can no longer)

be used or utilised effectively due to the non-delivery of the remaining goods. If, due to force majeure, the Delivery of the remaining part is delayed by more than twelve (12) months, the Buyer shall in that case also have the authority to terminate the Agreement in respect of the part already performed as well. The Buyer shall then be obliged to (i) return what has already been delivered to Dock Discounter at its own expense and risk, or (ii) to reimburse Dock Discounter.

14.3. If delivery of the entire Agreement is delayed by more than three (3) months, both Dock Discounter and the Buyer are entitled to terminate the Agreement (in part) in respect of the unfulfilled portion, without Dock Discounter and the Buyer being liable to each other for any compensation whatsoever. This shall apply unless there is (i) a (custom-made) Product which, in accordance with the specifications provided by the Buyer specified, or (ii) Products which, by their nature, have been irrevocably mixed with other products, in which case the Buyer is not entitled to terminate the Agreement.

Article 15. Intellectual Property Rights

15.1. The intellectual property rights to everything that Dock Discounter provides to the Buyer in the performance of the Agreement, including drawings, illustrations, calculations, designs and models, shall remain vested in Dock Discounter.

15.2. If intellectual property rights arise during the performance of the Agreement between Dock Discounter and the Buyer, such intellectual property rights, including copyright, shall remain with Dock Discounter.

To the extent that intellectual property rights are vested in the Buyer by operation of law, the Buyer shall assign these intellectual property rights in advance to Dock Discounter and, if necessary, the Buyer shall cooperate with this transfer and furthermore grants in advance an irrevocable power of attorney whereby Dock Discounter to do whatever is necessary to ensure that the intellectual property rights vest in it.

Article 16. Confidentiality

16.1. All information not in the public domain concerning the Buyer and Dock Discounter, such as information regarding business processes and the Products, shall be regarded as confidential information. The Buyer and Dock Discounter shall not share such confidential information with third parties, nor shall they use it for the purposes of their own business operations, unless this is necessary for the performance of an obligation between the Buyer and Dock Discounter.

Article 17. Penalty clause

17.1. In the event of a breach of Article 15 and/or Article 16, the Buyer shall, without any notice of default being required, owe Dock Discounter a penalty of €5,000 per breach, without prejudice to Dock Discounter's right to claim full compensation, including interest and costs, in addition thereto. Any penalty paid or owed shall not be set off against any compensation due, together with interest and costs. The Buyer and Dock Discounter hereby expressly deviate from the provisions of Article 92(2) of Book 6 of the Civil Code.

Article 18. Privacy

18.1. Dock Discounter and the Buyer shall inform each other within five (5) working days of any request and/or complaint from the supervisory authority or the data subject regarding the personal data processed in the

performance of the Agreement Dock Discounter and the Buyer shall provide each other with the cooperation required to comply with requests from data subjects or the supervisory authority.

18.2. The Buyer shall indemnify Dock Discounter against any administrative sanctions, remedial sanctions and punitive sanctions imposed on Dock Discounter in context of processing operations carried out by the Buyer in the performance of the Agreement.

Article 19. Termination

19.1. Dock Discounter may terminate the Agreement in whole or in part with immediate effect by means of a written notice to the Buyer if:

- a. the Buyer files for bankruptcy or is declared bankrupt;
- b. the Buyer applies for or is granted (provisional) suspension of payments;
- c. The Buyer is declared subject to a debt restructuring scheme under the Debt Restructuring (Natural Persons) Act;
- d. The Buyer offers a (judicial or extrajudicial) (compulsory) composition to creditors, such as, for example, the offer of a composition in a WHOA procedure;
- e. An attachment is levied on (part of) the Buyer's goods;
- f. The Buyer dies;
- g. The Buyer is dissolved;
- h. The Buyer is placed under guardianship or administration;
- i. The Buyer is in default with regard to the fulfilment of its obligations under the Agreement;
- j. After the conclusion of the Agreement, other circumstances come to Dock Discounter's

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that give Dock Discounter good reason to fear that the Buyer will not fulfil its obligations; all this without prejudice to Dock Discounter's right to claim (additional) compensation from the Buyer.

Article 20. Notices

20.1. Unless otherwise specified, all notifications concerning the (performance of the) Agreement must be made in writing.

20.2. Claims for performance and notices of default must be sent by registered post, expressly stating what is required of Dock Discounter is required to do and within what timeframe.

20.3. The provisions of the preceding paragraph also apply to the setting of any other time limit and to invoking the termination of the Agreement. Any invocation of termination must clearly state the grounds therefor.

Article 21. Transferability of rights and obligations

21.1. The Buyer may not assign claims against Dock Discounter, on whatever grounds, to a third party. Such claims are expressly non-assignable. This clause has property law effect within the meaning of Article 83(2) of Book 3 of the Civil Code. **21.2.** The Buyer is not permitted, without the prior written consent of Dock Discounter, to transfer any obligation arising from the Agreement and/or these general terms and conditions to a third party.

Article 22. (Partial) nullity or voidability

22.1. Should any provision in these general terms and conditions is void or voidable, this shall not result in these general terms and conditions being void or voidable in their entirety, nor

that any other provision thereof is (partially) void or voidable. Should a provision in these general terms and conditions be void or voidable (and subsequently set aside), Dock Discounter shall replace it with a valid provision that most closely approximates the intent of the void or voidable provision.

Article 23. Lapse of rights, applicable law and choice of forum

23.1. Unless otherwise provided for in these general terms and conditions, all rights of the Buyer to bring a claim against Dock Discounter shall lapse in any event one year after the date on which the right of claim arose, unless the claim(s) are brought before the competent court within this period.

23.2. All legal relationships between Dock Discounter and the Buyer, Dutch law applies exclusively. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.

23.3. Any disputes that may arise in connection with relationships between Dock Discounter and the Buyer governed by these general terms and conditions shall be submitted to the jurisdiction of the Dutch courts, more specifically the competent court of the District Court of Rotterdam, Rotterdam location. The Consumer shall, for a period of one month after Dock Discounter has invoked this Article 23.3 to opt for settlement of the dispute by the court competent under the law. Page **10** of **10**