NATU GROUP

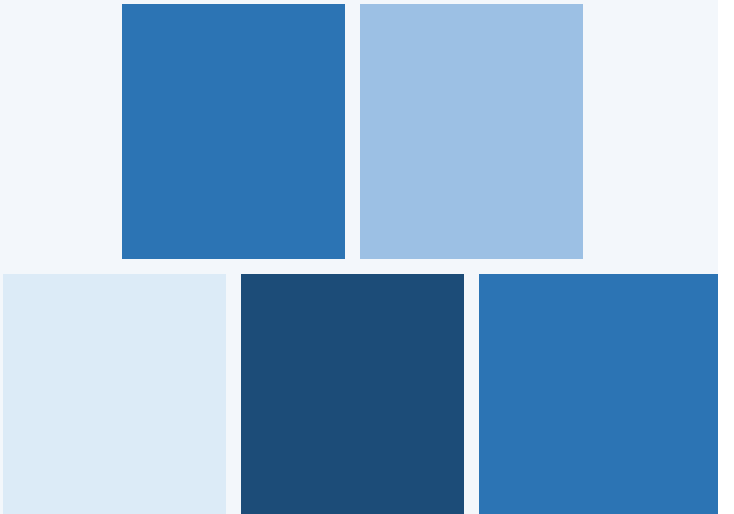
General Terms and Conditions

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Natusac Natupack

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Natu Group B.V., having its registered office at Broekakkerweg 23, 5126 BD Gilze, the Netherlands, registered with the Dutch Chamber of Commerce under number 95544224, VAT number NL867174468B01. Natu Group trades under names including Natusac and Natupack.

These terms and conditions can be consulted and downloaded at natugroup.nl/algemene-voorwaarden, natupack.nl and natusac.nl. This is a translation of the Dutch text. In the event of any difference in interpretation, the Dutch text prevails.

Structure

These terms and conditions consist of:

- the **General Part** (articles 1 to 24), which applies to every Agreement;
- **Module A: Standard Products and Webshop**, which applies additionally to the sale of Standard Products, including orders via the Webshop and the Customer Portal;
- **Module B: Custom Products and Printing**, which applies additionally to Products manufactured to order or with Design Material of the Customer;
- **Module C: Contracts, Stockholding and Call-offs**, which applies additionally where Natu Group has Products manufactured for the Customer and holds them in stock, and the Customer calls them off over a period of time.

In the event of conflict between the General Part and a Module, the Module prevails. If both Module B and Module C apply to an Agreement, they apply side by side.

General part

Article 1. Definitions

In these terms and conditions, the following capitalised terms have the following meaning. The singular includes the plural and vice versa.

1. **Natu Group**: Natu Group B.V., referred to above, including when it acts under the name Natusac, Natupack or any other trade name. Natu Logistics and other companies in which Natu Group or its shareholders hold an interest are not covered by this term.
2. **Customer**: any natural or legal person acting in the course of a profession or business who enters into or wishes to enter into an Agreement with Natu Group, or who receives a Quotation.
3. **Consumer**: a natural person not acting in the course of a profession or business.
4. **Agreement**: any agreement between Natu Group and the Customer, including a Contract, every Call-off, every amendment or supplement thereto, and all (legal) acts in preparation for and performance thereof.
5. **Quotation**: any offer, price quotation, price list or calculation of Natu Group, in whatever form.
6. **Order Confirmation**: the Written confirmation by Natu Group by which an Agreement or Call-off is concluded or recorded, including a confirmation via the Webshop or the Customer Portal.
7. **Products**: all goods that Natu Group sells or supplies to the Customer, including carrier bags (non-woven, paper, kraft), bowls, cups, lids, napkins, straws, cutlery, cleaning rolls, sealing film and other packaging and consumables.
8. **Standard Products**: Products that Natu Group carries in its standard range and that are not printed, modified or specially manufactured for the Customer.
9. **Custom Products**: Products that are manufactured to the Customer's specification, printed with Design Material or otherwise made or modified specifically for the Customer.
10. **Design Material**: all logos, trademarks, designs, texts, images, colour codes, files, dimensions and other specifications supplied or approved by or on behalf of the Customer.
11. **Proof**: a digital proof (including a PDF, mock-up or production drawing) or a physical sample or pre-production sample submitted to the Customer for approval.
12. **One-off Costs**: costs of preparing production, including costs of moulds, printing plates, clichés, screens, cutting dies, cylinders, set-up, prepress

and the first Proof, usually stated on the Quotation or invoice as "mould for printing" or similar.

13. **Tooling**: the physical and digital means for which One-off Costs are charged, such as moulds, printing plates, clichés, cutting dies and production files.
14. **Specifications**: the characteristics of a Product that Natu Group has laid down in Writing in the Order Confirmation, the Contract or a specification sheet expressly referred to therein.
15. **Contract**: an Agreement in which a Contract Volume and a Contract Period have been agreed, regardless of its name (contract, framework agreement, call-off contract, annual agreement or Order Confirmation with call-off).
16. **Contract Volume**: the total quantity of Products that the Customer must purchase under a Contract.
17. **Contract Period**: the period within which the Customer must purchase the Contract Volume.
18. **Call-off**: an instruction from the Customer to deliver part of the Contract Volume.
19. **Advance Payment**: the part of the price that is invoiced before delivery under the Agreement.
20. **Availability Date**: the date on which Natu Group notifies the Customer that the Products of a production run are ready for delivery in the Netherlands.
21. **Supplier**: any manufacturer, sub-supplier, printer, carrier, forwarder, customs agent, warehouse keeper or other third party engaged by Natu Group in the performance.
22. **Webshop**: the online ordering environment of Natu Group, including natupack.nl and natusac.nl.
23. **Customer Portal**: the secure environment in which the Customer can, with an account, order, call off, request quotations or view data.
24. **Packaging Legislation**: all laws and regulations on packaging, packaging waste and materials intended to come into contact with food, including Regulation (EU) 2025/40 (PPWR), Directive (EU) 2019/904 (SUP) and its national implementation, Regulation (EC) No 1935/2004, Regulation (EU) No 10/2011, Regulation (EC) No 2023/2006, Regulation (EU) 2023/1115 (EUDR) and the rules on extended producer responsibility (such as the Dutch Packaging Management Decree and the waste management contribution via Verpact) in the Netherlands and in other countries.
25. **Written** or **in Writing**: by letter, e-mail, via the Webshop or the Customer Portal, or by any other electronic means by which the content and the sender are sufficiently established. Messages via WhatsApp or similar chat services only count as Written if Natu Group subsequently confirms their content by e-mail or in the Customer Portal.
26. **Working Day**: Monday to Friday, excluding Dutch public holidays.

Article 2. Applicability and order of precedence

1. These terms and conditions apply to every Quotation, Order Confirmation, Agreement and delivery of Natu Group, including where delivery takes place outside the Netherlands and where Natu Group engages Suppliers for the performance.
2. General terms and conditions or purchasing conditions of the Customer, however named, do not apply and are hereby expressly rejected. This also applies if the Customer refers to its terms in a purchase order, e-mail, supplier portal, delivery note or in any other way, and also if Natu Group subsequently delivers or invoices without further reservation.
3. Deviations from these terms and conditions only apply if Natu Group has confirmed them in Writing, and only for the Agreement for which they were agreed. A deviation in favour of the Customer creates no right for other or later Agreements.
4. In the event of conflict, the following order of precedence applies, with a document listed earlier prevailing:
   a. a Contract or framework agreement signed by both parties;
   b. the Order Confirmation;
   c. the Quotation;
   d. the applicable Module of these terms and conditions;
   e. the General Part of these terms and conditions.
5. Once the Customer has accepted or received these terms and conditions, they also apply to all later Agreements, even if no renewed reference to these terms and conditions is made.
6. If the Customer has a third party order or call off on its behalf, such as a logistics service provider, purchasing organisation, franchisee or wholesaler, these terms and conditions apply in full between Natu Group and the Customer.

Article 3. Business customers only

1. Natu Group sells exclusively to businesses and professionals. Natu Group does not enter into agreements with Consumers.
2. By requesting a Quotation, creating an account, ordering or calling off, the Customer declares that it acts in the course of a profession or business. Natu Group may at any time request a Chamber of

Commerce number, VAT identification number or other evidence thereof and may suspend performance until such evidence is provided.

3. If a purchaser turns out to be a Consumer, Natu Group may refuse the order or dissolve the Agreement with immediate effect in Writing. Natu Group will then refund what the purchaser has already paid, after receipt of any delivered Products in unopened and undamaged condition.
4. If the purchaser presented itself as a business customer, by stating a company name, Chamber of Commerce number or VAT number or otherwise, Natu Group may assume that it acts as a business customer. To the extent permitted by law, it cannot invoke against Natu Group rules that protect only Consumers, and it shall compensate all damage and costs Natu Group incurs because its statement proved incorrect.

Article 4. Quotations and formation of agreements

1. Quotations are without obligation and may be revoked by Natu Group, even after receipt of an acceptance, provided this is done without delay after that acceptance. A Quotation is valid for 14 days from its date, unless the Quotation states a different period.
2. A Quotation is based on the information provided by the Customer, such as expected volumes, consumption, dimensions, Design Material and desired delivery dates, and on the assumptions stated in the Quotation such as exchange rate, freight rate and levies. If that information proves incorrect or incomplete, or if those assumptions change before the Agreement is concluded, Natu Group may adjust the Quotation.
3. Prices in a Quotation apply only to the quantity, version and method of delivery stated therein. A composite quotation does not oblige Natu Group to perform part of the order for a corresponding part of the price. Volume-tier prices only apply if the corresponding quantity is purchased under one Order Confirmation.
4. Natu Group may issue several Quotations to the Customer, including for similar Products. Each Quotation stands on its own. Acceptance of one Quotation does not imply acceptance of another Quotation, and prices from different Quotations cannot be combined. A later Quotation for the same Product and the same quantity replaces an earlier one.
5. Natu Group is not bound by a Quotation or Order Confirmation containing an obvious mistake or clerical error, such as a price per piece that is actually a price per box or per thousand.
6. Images, mock-ups, visualisations, on-screen colours, samples and descriptions in Quotations, brochures, on the websites and in the Webshop are indicative. Only the Specifications and a Proof expressly approved as a reference are binding.
7. An Agreement is concluded by an Order Confirmation from Natu Group, or by Natu Group commencing performance. An acceptance by the Customer that deviates from the Quotation on any point, even a minor one, constitutes a new offer and only binds Natu Group after its Order Confirmation.
8. A purchase order or order number of the Customer serves only for its own administration. Provisions on or accompanying a purchase order do not bind Natu Group.
9. An Agreement for Custom Products or a Contract is only performed after the Customer has approved the Order Confirmation in Writing or has paid the Advance Payment or One-off Costs. An Agreement is also concluded without such approval if Natu Group commences performance at the Customer's request.

Article 5. Prices and price adjustment

1. Prices are in euros, exclusive of VAT, and exclusive of transport, insurance, One-off Costs, returnable packaging, import duties, levies and contributions, unless the Order Confirmation expressly states otherwise.
2. Levies, contributions and taxes relating to packaging or packaging waste in the country where the Customer places the Products on the market or uses them, such as producer contributions, waste management contributions, deposits or a tax on plastic packaging, are for the Customer's account. If Natu Group pays such a levy, it may pass it on separately to the Customer.
3. Natu Group may increase the price of a Product not yet delivered if, after the Order Confirmation, one or more of the following cost factors rise:
   a. the exchange rate of the euro against the US dollar or Chinese yuan, measured against the rate stated as the basis in the Quotation or Order Confirmation or, failing that, the ECB reference rate on the date of the Order Confirmation;
   b. sea freight, container rates, shipping line surcharges (such as fuel, peak season, congestion or rerouting surcharges), port costs and inland transport;
   c. import duties, anti-dumping duties, countervailing duties, other trade measures, excise duties and levies;
   d. producer contributions and levies under Packaging Legislation, and costs of testing,

certification or adjustments required by new or amended Packaging Legislation;

e. the purchase price at the Supplier, to the extent it rises due to higher prices of raw materials such as polypropylene, paper, board, PLA or other materials.

4. A price increase under paragraph 3 is limited to the actual, demonstrable cost increase and is only applied if the total effect on the price of the Agreement concerned is at least 3%. Natu Group shall notify an increase in Writing, stating the cause and substantiation.
5. For Products that Natu Group has already put into production at the Supplier at the time of notification, an increase may only relate to costs that had not yet been fixed at that time, such as sea freight, import duties and the exchange rate at the time of payment to the Supplier.
6. If an increase under paragraph 3 exceeds 10% of the original price, the Customer may dissolve the Agreement in Writing within 7 days of the notification, but only for the part for which Natu Group has not yet placed a production order with the Supplier and has not yet entered into other commitments, such as the purchase of materials, Tooling or transport capacity. Products already put into production, in transit or held in stock for the Customer, and Products for which Natu Group has entered into such commitments, remain due and shall be purchased at the increased price in accordance with paragraph 5. Dissolution gives no right to compensation.
7. An increase resulting from an amendment of the Agreement at the Customer's request or from incorrect information provided by the Customer gives no right to dissolution.
8. If one or more of the cost factors referred to in paragraph 3 fall after the Order Confirmation, Natu Group shall reduce the price of Products not yet put into production in the same manner and with the same threshold as for an increase under paragraph 4.
9. Price indexation for Contracts with a term of more than 12 months is governed by the Contract.

Article 6. Payment

1. Unless the Order Confirmation provides otherwise:
   a. One-off Costs are invoiced in full (100%) upon Order Confirmation and must be paid before Natu Group starts production or the Proof; article B7 paragraph 1 applies;
   b. for Custom Products, the full price (100%) is invoiced upon Order Confirmation as Advance Payment, unless a different split has been agreed in Writing;
   c. for Standard Products, invoicing takes place upon delivery;
   d. the payment term is 14 days from the invoice date, and 7 days for an Advance Payment or One-off Costs.
2. Natu Group may perform a first order, orders exceeding the credit limit it applies to the Customer and orders via the Webshop only against prepayment.
3. Payment shall be made in euros, to the bank account designated by Natu Group, free of charges for Natu Group. Bank and transfer charges, including for payments from abroad, are for the Customer's account. A payment is only made once the full amount has been credited.
4. The Customer may not set off and may not suspend its payment obligations, even if it has a complaint or believes it has a counterclaim, unless Natu Group is bankrupt or in a suspension of payments, or the counterclaim has been established by a final and unappealable judgment.
5. Natu Group may set off everything it owes the Customer against everything the Customer owes Natu Group, even if those claims are not yet due.
6. If the Customer fails to pay on time, it is in default without notice of default. From the due date it owes the statutory commercial interest under article 6:119a of the Dutch Civil Code, increased by 2 percentage points per year, with interest being added to the principal each month.
7. All extrajudicial costs are for the Customer's account. These are set at 15% of the amount due with a minimum of € 250, unless Natu Group demonstrates that the actual costs are higher. If the Customer is unsuccessful in court proceedings, it shall also reimburse the reasonable actual legal costs of Natu Group, to the extent awarded by the court.
8. Payments are applied first to costs, then to interest and then to the oldest outstanding invoices, regardless of what the Customer states with the payment.
9. Before and during performance, Natu Group may require security for payment, such as prepayment, a higher Advance Payment, a bank guarantee, a parent company guarantee or a jointly and severally liable co-debtor, if it has reasonable grounds to do so. Reasonable grounds exist in any event if a credit insurer or credit rating agency refuses, reduces or withdraws the limit for the Customer, or if the Customer has previously paid late. Until the security has been provided, Natu Group may suspend its obligations.

10. If the Agreement is not performed or not fully performed for a reason attributable to the Customer, Natu Group shall set off the Advance Payment against everything the Customer owes it under the Agreement and these terms and conditions, including the costs under article B9 paragraph 2 and damages. Natu Group shall refund any surplus within 30 days. If a paid performance is not delivered for any other reason, Natu Group shall refund the amount paid for it within 30 days, less what the Customer still owes it at that time.
11. Natu Group may assign or pledge its claims against the Customer, including to a financier or factoring company. Any provision in the Customer's terms excluding this has no effect against Natu Group.

Article 7. Delivery, transport and risk

1. Delivery terms are interpreted in accordance with the Incoterms® 2020 of the International Chamber of Commerce. Unless the Order Confirmation provides otherwise:
   a. where Natu Group arranges transport: DAP (Delivered at Place) at the delivery address stated in the Order Confirmation;
   b. where the Customer or a carrier engaged by it collects the Products: FCA (Free Carrier) at the warehouse in the Netherlands designated by Natu Group, loaded.
2. The risk of loss or damage passes to the Customer at the moment determined by the applicable Incoterm. For Products that Natu Group stores for the Customer under Module C, article C6 applies.
3. For DAP deliveries, the Customer shall ensure that the delivery address is accessible to a truck with tail lift or trailer, that someone is present at the agreed time to receive the Products and that it unloads the Products itself, unless otherwise agreed. Waiting time, a second delivery attempt and return freight caused by the Customer are charged to it.
4. Delivery to a third party designated by the Customer, such as a distribution centre, logistics service provider or franchisee, counts as delivery to the Customer. A consignment note or receipt signed by that third party binds the Customer.
5. Stated delivery times and delivery dates are indicative and never a strict deadline. Exceeding them gives the Customer no right to compensation and no right to suspend its own obligations. In the event of a delay, the Customer must give Natu Group Written notice of default with a reasonable period of at least 30 days to deliver after all. If delivery has not taken place by the end of that period, the Customer may dissolve the Agreement in Writing for Products for which Natu Group has not yet placed a production order with the Supplier and has not yet entered into other commitments. If the Products have still not been delivered or made available 4 months after the originally stated delivery date, and the cause does not lie with the Customer, the Customer may also dissolve the Agreement for Products already put into production. Natu Group shall then refund what the Customer has paid for the dissolved part within 30 days, with the exception of the One-off Costs.
6. Natu Group may deliver in instalments and invoice each partial delivery separately.
7. If the Customer does not take delivery of the Products when they are made available to it, refuses receipt or fails to provide the necessary information or instructions in time, it is in default without notice of default. The Products are then deemed delivered, the risk passes to it and Natu Group may store and invoice the Products at its expense and risk. Refusal of a delivery on the basis of a complaint does not release the Customer from its obligations; the complaints procedure of article 11 applies.
8. Where Natu Group delivers applying the zero rate for intra-Community supplies, the Customer shall provide a valid VAT identification number and, on first request, within 10 days provide a signed consignment note (CMR) or receipt showing that the Products have arrived in the other Member State. If the Customer collects the Products itself, it declares in Writing that it will transport them to the other Member State. If such evidence is lacking, Natu Group may charge Dutch VAT, plus interest and penalties, to the Customer.
9. Products are delivered in the packaging and on the pallets that Natu Group considers customary. Euro pallets and other returnable packaging are exchanged or charged at € 15 per pallet. Disposable pallets are not taken back.
10. Upon delivery, the Customer shall check the number of packages and the outside of the packaging and note visible damage or shortages on the consignment note or delivery receipt. If it fails to do so, the delivery is deemed received complete and externally undamaged.

Article 8. Force majeure

1. Natu Group is not liable and not in default if it fails to perform its obligations, or fails to perform them on time or properly, due to a circumstance not attributable to its fault and not for its account by law, legal act or generally accepted views (force majeure).
2. Force majeure includes in any event, both at Natu Group and at its Suppliers and their sub-suppliers: production stoppages or delays in production in

China or elsewhere, including closure around Chinese New Year and other national holidays insofar as it lasts longer than usual; power or energy rationing; disruptions, congestion or strikes at ports, shipping lines, carriers or customs; shortage of containers or shipping space; rerouting or change of shipping routes, including due to the situation in the Red Sea or the Suez Canal; delays due to customs inspections, physical checks or release of cargo; seizure; fire, explosion, water damage, natural disasters and extreme weather conditions; epidemics, pandemics and quarantine measures; war, terrorism, riots and sabotage; sanctions, embargoes, export restrictions, import bans and other government measures; cyber attacks and failure of IT systems; and non-delivery or late delivery by a Supplier as a result of any of the foregoing circumstances or of its bankruptcy. Defects in Products are governed by articles 9 and 11 and do not constitute force majeure.

3. During force majeure, the obligations of Natu Group are suspended. If the force majeure lasts longer than 3 months, either party may dissolve the Agreement in Writing for the part not yet delivered or made available, without any obligation to pay compensation. Products already delivered or made available shall be purchased and paid for by the Customer. Natu Group shall refund what the Customer has paid for the dissolved part within 30 days, less the One-off Costs.
4. Circumstances within the Customer's sphere never constitute force majeure on its part. These include: lower sales or consumption than expected, closure of branches, termination or amendment of a franchise, licence or distribution agreement, a rebranding or change of house style, a takeover, the loss of a customer of its own, and changes in legislation that restrict the Customer's use of the Products, such as rules on single-use packaging or reusable alternatives.

Article 9. Specifications, tolerances and suitability

1. Natu Group only warrants that the Products comply with the Specifications upon delivery. Other characteristics, performance or applications are only warranted if this has been expressly agreed in Writing as a warranty.
2. Unless the Specifications provide otherwise, the following tolerances apply, which do not constitute a shortcoming:
   a. dimensions: ±3% with a minimum of ±5 mm;
   b. material weight (such as grammage or g/m²) and wall thickness: ±10%;
   c. capacity or volume: ±5%;
   d. quantities per box, packaging unit or roll: ±2%, measured over the delivery as a whole;
   e. colour and printing: as set out in article B4;
   f. quantities for Custom Products and Contracts: as set out in article B6;
   g. Products intended to fit together, such as cups or bowls and the matching lids supplied by Natu Group, must fit together functionally. The tolerances of sub a apply to them only insofar as that fit is maintained.
3. The Customer is itself responsible for the choice of a Product and for assessing whether it is suitable for its intended use, such as packaging hot, greasy, acidic or alcoholic foods, use in a microwave, oven or freezer, long-term storage, carrying a certain weight, use with machines or sealing equipment, or printing or labelling by the Customer itself. Natu Group advises the Customer to test the Product with its own foods and working methods before large-scale use. Advice from Natu Group is without obligation, unless it is expressly included in the Specifications.
4. A Product is only suitable for contact with food insofar as stated in the Specifications or the declaration of compliance, and only within the conditions of use stated therein (such as type of food, temperature and contact time).
5. Natu Group and its Suppliers may change the composition, raw materials, packaging or origin of a Product, provided the Product continues to comply with the Specifications and the Packaging Legislation.
6. Products made of natural or recycled materials, such as kraft paper, bagasse, bamboo and recycled PET, may vary in colour, texture and appearance. This is not a shortcoming.
7. Natu Group gives no warranty on the course of biodegradability, compostability or recyclability in a particular waste stream or waste processing facility, unless a certificate has been agreed in Writing as a Specification. Sustainability claims that the Customer itself communicates to its customers are at its own expense and risk.

Article 10. Packaging Legislation and allocation of roles

1. Natu Group ensures that the Products, upon delivery, comply with the Packaging Legislation applicable at that time in the Netherlands to the Product itself, based on the use stated in the Specifications. On request, Natu Group provides the declarations of compliance and other documents that it must draw up under that legislation or has received from its Supplier.

2. The Customer is responsible for compliance with the Packaging Legislation and other rules applicable to its own role, use and market, including:
   a. the obligations resting on the party under whose name or trademark packaging is placed on the market. If the Customer has its name, logo or trademark applied to a Product, it may qualify as manufacturer under the Packaging Legislation. The parties shall record in the Order Confirmation or the Contract who provides which documentation. If nothing has been recorded, Natu Group shall make available the technical data on the Product that the Customer reasonably needs, and the Customer is responsible for the obligations attached to its role as brand owner;
   b. registration and reporting with producer responsibility organisations or registers, including Verpact, and payment of producer contributions, in the Netherlands and in every other country where it uses or sells the Products, insofar as it qualifies as producer or manufacturer of the packaging concerned under the Packaging Legislation. If a reporting or contribution obligation rests on Natu Group under that legislation, Natu Group shall make the report and may pass on the contribution to the Customer under article 5 paragraph 2;
   c. rules applicable to the use or sale of single-use packaging to its own customers, such as a ban on on-site consumption, the obligation to offer a reusable alternative and the obligation to charge a price for single-use packaging;
   d. the accuracy of information and claims it provides on or about the Products to its customers.
3. The Customer warrants that its Design Material leaves room for legally required markings, such as the SUP symbol on cups, the food contact symbol, material and recycling codes, batch or type numbers for traceability and labels that become mandatory under the PPWR. Natu Group may add such markings to the design or adjust the design for this purpose, without this constituting a shortcoming.
4. If the Packaging Legislation changes after the Order Confirmation:
   a. costs of adjusting Products, documentation or labelling are for the Customer's account, insofar as they relate to Products for the Customer, and are passed on in accordance with article 5;
   b. if a Product can no longer be placed on the market, or only in adjusted form, due to the new rules, the parties shall consult on an adjustment. For Products already produced or put into production, the Customer remains obliged to purchase and pay, unless the change had already been published at the time of the Order Confirmation and Natu Group should reasonably have taken it into account. For Products under a Contract, article C2 paragraph 2 also applies.
5. The Customer keeps records showing to whom it supplies Products or batches thereof, insofar as reasonably possible, so that a recall or notification can be carried out in a targeted manner.
6. Natu Group may provide data on the Customer, the Products and the quantities to authorities and producer responsibility organisations, insofar as necessary to comply with Packaging Legislation.
7. For Products that it sources from outside the European Union, Natu Group acts as importer within the meaning of the Packaging Legislation and complies with the associated obligations. For Custom Products bearing the Customer's name, logo or trademark, Natu Group shall, unless otherwise recorded in the Order Confirmation, draw up or have drawn up the technical documentation and the declaration of conformity, as the Customer's authorised representative to the extent necessary; the Customer hereby grants authority for this and provides the information Natu Group needs. Natu Group may include the costs thereof in the price or charge them separately.

Article 11. Inspection, complaints and returns

1. The Customer shall inspect the Products immediately after delivery, or under Module C immediately after each Call-off, for quantities, version and visible defects. For large quantities, the Customer may confine itself to sample checks in accordance with paragraph 5.
2. Complaints about visible defects, shortages or wrong Products must be notified by the Customer in Writing within 5 Working Days of delivery, with a description, photographs, the order number and the batch or lot code. Damage to the packaging or shortages in packages must also be noted on the consignment note in accordance with article 7 paragraph 10.
3. Complaints about defects that were not visible during inspection must be notified by the Customer in Writing within 10 Working Days after it discovered or should have discovered the defect, and in any event within 6 months of delivery. For Products under a Contract, delivery means the physical delivery after the Call-off.
4. After expiry of the periods in paragraphs 2 and 3, the Products are deemed approved and all rights of the Customer in respect of the defect lapse.

5. For deliveries of more than 1,000 pieces, a quality complaint is assessed on the basis of sampling in accordance with ISO 2859-1, general inspection level II, with an AQL of 2.5 for major defects and 4.0 for minor defects, unless the Specifications provide otherwise. If the number of defective pieces falls within that standard, the batch is deemed conforming. If it falls outside, the complaint is only justified for the actually defective part, unless the batch as a whole is reasonably unusable.
6. A complaint does not suspend the Customer's payment obligation, not even for the part to which the complaint relates.
7. From the moment it discovered or should have discovered the defect, the Customer shall keep the Products complained about in the condition they are in at that time, shall not further use, process or sell them, and shall give Natu Group, its Supplier and any expert or insurer engaged by them the opportunity to examine the Products and take samples. If it fails to do so, its rights in respect of the defect lapse insofar as Natu Group's interests are prejudiced as a result.
8. If a complaint is justified, Natu Group may at its option replace or supplement the Products, repair them, grant a reasonable price reduction or credit the invoice value of the defective Products. Natu Group has thereby fully discharged its obligations.
9. Products are only taken back with Natu Group's Written consent and in the manner it specifies. Returned Products remain at the Customer's risk until Natu Group has received them. In the case of a justified complaint, Natu Group reimburses the reasonable costs of return.
10. For every complaint or shortcoming, Natu Group shall first be given the opportunity to investigate and resolve the matter. Before the Customer dissolves the Agreement in whole or in part, claims damages, has Products replaced or repaired by a third party or takes any other measure, it shall give Natu Group Written notice of default with a reasonable period of at least 30 days to remedy the shortcoming, unless remedy is permanently impossible. Costs incurred by the Customer without giving Natu Group that opportunity are for its own account.

Article 12. Liability

1. The liability of Natu Group for damage, on whatever ground, is limited to compensation of direct damage.
2. Direct damage means exclusively:
   a. the reasonable costs of making Natu Group's performance conform to the Agreement, insofar as these are not already compensated under article 11 paragraph 8;
   b. damage to property other than the Products;
   c. reasonable costs of establishing the cause and extent of the damage, insofar as they relate to direct damage;
   d. reasonable costs of preventing or limiting direct damage.
3. Natu Group is not liable for indirect damage, including consequential damage, loss of profit, lost turnover, lost savings, damage due to business interruption, reputational damage, fines or claims from the Customer's customers, and costs of reprinting the Customer's own material. Damage to food or other goods packed with the Products falls under paragraph 2 sub b. For the costs of a recall, article 13 paragraph 2 applies. All amounts are subject to the limitations of paragraphs 4 and 5.
4. The total liability of Natu Group per event, a series of related events counting as one event, is limited to the invoice value, excluding VAT, of the Products to which the damage relates, with a maximum of € 25,000. In the case of a Contract, the invoice value is that of the Call-off or production run concerned, not that of the entire Contract.
5. If Natu Group's liability insurance pays out in a given case, liability is moreover limited to the amount paid out, plus the deductible.
6. The limitations in this article and in article 13 paragraph 3 sub d do not apply if the damage results from intent or deliberate recklessness of Natu Group itself or its managers, nor to damage from death or bodily injury caused by a defect in a Product for which Natu Group is liable, nor insofar as mandatory law prescribes liability.
7. Every right of action of the Customer against Natu Group lapses if the Customer has not commenced legal proceedings within 12 months after the claim arose, without prejudice to the shorter periods of article 11.
8. The Customer must report damage in Writing as soon as possible, and in any event within the periods of article 11.
9. Employees and auxiliary persons of Natu Group and its Suppliers may invoke this article against the Customer as if they were party to the Agreement.

Article 13. Product liability, recalls and indemnity

1. If a customer, user or authority notifies the Customer of an incident, a health risk or a suspected defect in a Product, the Customer shall report this to Natu Group within 24 hours with all

available information, and shall not admit anything without consulting Natu Group.

2. If a party considers a recall, a public warning or a notification to an authority concerning a Product, it shall consult the other party in advance, unless the law requires immediate action. The costs are borne in proportion to the extent to which the cause is attributable to each party; Natu Group's share is subject to the limitations of article 12 paragraphs 4 and 5.
3. The Customer indemnifies Natu Group against all third-party claims, including from the Customer's customers and users and from authorities, and against all related costs, insofar as the damage or claim:
   a. results from Design Material, specifications or materials chosen by the Customer, or instructions from the Customer;
   b. results from use of a Product not in accordance with the Specifications or the declaration of compliance, or from improper storage or handling by or on behalf of the Customer;
   c. results from information or claims of the Customer about the Products;
   d. exceeds Natu Group's liability towards the Customer under these terms and conditions, such as claims from customers of a Customer that resells the Products;
   e. results from non-performance by the Customer of its obligations under article 10.
4. If Natu Group is liable to a third party under mandatory product liability law, that liability applies only towards that third party. As between Natu Group and the Customer, the allocation in this article and article 12 continues to apply.

Article 14. Intellectual property, Tooling and references

1. The Customer warrants that the use of its Design Material for the production, printing, depiction and delivery of the Products does not infringe third-party rights, such as trademark, copyright, design or portrait rights, and is not unlawful. The Customer indemnifies Natu Group and its Suppliers against all third-party claims in this respect, including defence costs, and compensates the damage Natu Group suffers, including the costs of Products that cannot be delivered as a result. Natu Group may suspend performance if a third party makes a claim.
2. The Customer grants Natu Group and its Suppliers a non-exclusive right to use, edit and reproduce the Design Material insofar as necessary for the performance of the Agreement, including making Proofs, Tooling and production files.
3. All intellectual property rights in designs, visualisations, production drawings, dielines, constructions, technical specifications, photographs and other materials that Natu Group creates or has created remain with Natu Group, even if the Customer has paid for them and even if they are based on the Customer's Design Material. The Customer may only use these materials for Products it purchases from Natu Group. If the Customer wishes to use them for other purposes or with another supplier, it may buy out the rights for a fee that Natu Group will state on request. The Customer's rights to its own logo and trademark remain with the Customer.
4. Tooling is and remains the property of Natu Group or its Supplier, even if the Customer has paid the One-off Costs. The One-off Costs are a fee for preparing production and not a purchase price for the Tooling. Natu Group is not obliged to hand over Tooling. Natu Group keeps Tooling for up to 24 months after the last production run in which it was used; thereafter it may destroy it. Tooling wears out; for replacement and for every change to the design, One-off Costs are charged again.
5. Natu Group may depict and name Products it has made for the Customer, with the Customer's name and logo, as a reference on its websites, social media, in presentations, quotations and at trade fairs. The Customer may refuse this in Writing; Natu Group will then remove the images under its control within 30 days, but need not recall printed matter already distributed.
6. If Natu Group makes a design proposal that the Customer does not take up, the Customer may not use that proposal or have it executed by another party.

Article 15. Confidentiality and non-circumvention

1. The parties shall keep confidential what they learn about each other in connection with the Agreement and what they know or should reasonably understand to be confidential. This includes in any event prices, calculations, Quotations, production data, the identity and details of Suppliers, and non-public plans. This does not apply to information that is public, that a party has lawfully obtained from a third party without a duty of confidentiality, or that it must disclose by law or court order.
2. The duty of confidentiality applies during the Agreement and for 3 years after its end.
3. During the Agreement and for 24 months after the last delivery, the Customer shall not order Products or similar products, directly or through a third party, from a Supplier whose identity or details it has

learned through Natu Group, its documents, Products, packaging or shipments, unless Natu Group consents in Writing.

4. If the Customer acts in breach of paragraph 3, it shall forfeit to Natu Group, without notice of default, an immediately payable penalty of 25% of the value of each order placed in breach of paragraph 3, with a minimum of € 10,000 per order and a maximum of € 100,000 in total, without prejudice to Natu Group's right to full compensation instead of the penalty. For breach of paragraph 1 by the Customer, a penalty of € 5,000 per breach applies with a maximum of € 50,000 in total, likewise without prejudice to the right to full compensation instead of the penalty.

Article 16. Retention of title, pledge and right of retention

1. All delivered and yet to be delivered Products remain the property of Natu Group until the Customer has fully performed all its obligations under all Agreements with Natu Group, including payment of the purchase price, One-off Costs, storage costs, interest, costs and damages for failure to perform.
2. As long as title has not passed, the Customer may only use or resell the Products in the ordinary course of its business. It may not pledge the Products, transfer them by way of security or otherwise encumber them. When reselling on credit, the Customer shall stipulate a retention of title in its own favour.
3. The Customer shall store Products subject to retention of title with care and recognisable as the property of Natu Group, and insure them against fire, theft and water damage. On first request it shall pledge its claims against the insurer to Natu Group.
4. If the Customer is in default, or if Natu Group has good reason to fear that it will not perform its obligations, Natu Group may repossess the Products subject to retention of title. The Customer grants Natu Group and persons designated by it access to its sites and buildings. The costs of repossession are for the Customer's account.
5. On first request of Natu Group, the Customer shall pledge to Natu Group its claims against its customers arising from the resale of Products, and shall cooperate in the acts required for this.
6. Natu Group acquires a right of pledge over all goods that it or a Supplier holds for the Customer and that are owned by the Customer, including Products already transferred to the Customer under Module C but still stored by Natu Group, as security for all present and future claims against the Customer. Natu Group also has a right of retention over those goods.
7. For Products intended for export to another state, the proprietary effects of the retention of title are governed by the law of the state of destination, if that law gives Natu Group more extensive security and the law of the state of destination permits this. If that law recognises an extended or expanded retention of title, it applies in favour of Natu Group.

Article 17. Suspension, dissolution and acceleration

1. Natu Group may suspend its obligations in the cases below. It may moreover dissolve the Agreement in whole or in part without judicial intervention and without compensation in cases b to e, and in the case of sub a if the Customer has not remedied the shortcoming within 14 days of a Written notice of default or remedy is no longer possible:
   a. the Customer fails to perform an obligation under an Agreement, or fails to perform it on time or properly;
   b. after the conclusion of the Agreement, Natu Group becomes aware of circumstances giving good reason to fear that the Customer will not perform its obligations;
   c. the Customer applies for or is declared bankrupt or granted a suspension of payments, or a substantial part of its assets is attached, insofar as the Dutch Bankruptcy Act or comparable foreign law permits reliance on this ground;
   d. the Customer discontinues or liquidates its business or a substantial part thereof, or the business of or control over the Customer passes directly or indirectly to another and the Customer or its successor does not provide security in accordance with article 6 paragraph 9 within 14 days of a request from Natu Group;
   e. the franchise, licence or distribution agreement for which the Products are intended ends.
2. In the cases of paragraph 1, all claims of Natu Group against the Customer become immediately due and payable. In the case of a Contract, article C8 also applies.
3. If Natu Group dissolves, the Customer shall compensate Natu Group's damage, including loss of profit, the costs of Products it has already purchased or had produced and the costs of storage and destruction, less the costs Natu Group saves as a result of the dissolution. In the case of a Contract, Natu Group may opt for performance under article C8 instead of dissolution.
4. The Customer may not terminate or cancel an Agreement prematurely, unless Natu Group consents in Writing. Natu Group may attach

conditions to its consent, including compensation of all costs incurred and loss of profit.

Article 18. Resale, distribution and export

1. If the Customer resells Products, it does so in its own name and for its own account. It is not an agent or commercial agent of Natu Group and cannot bind Natu Group. Upon termination of the relationship, Natu Group owes no goodwill or customer indemnity.
2. The Customer shall not give its customers any warranties, specifications or commitments regarding the Products that go further than those Natu Group has given to it, and shall stipulate towards its customers at least equivalent limitations of liability and complaint periods as in these terms and conditions. If it fails to do so, this is for its account and it indemnifies Natu Group in accordance with article 13 paragraph 3.
3. The Customer shall pass on to its customers the conditions of use, Specifications and food contact information that Natu Group has provided with the Products.
4. A Customer that places Products on the market in another country is responsible for compliance with the rules of that country, including registration with and contributions to producer responsibility organisations, language requirements for labels and information, and levies.
5. The Customer complies with all applicable sanctions and export rules and shall not supply Products, directly or indirectly, to persons, entities or countries subject to sanctions of the European Union, the United Nations or the Netherlands. Natu Group may suspend or dissolve an Agreement if performance would violate sanctions, without any obligation to pay compensation.
6. The Customer may only resell Products bearing trademarks or trade names of Natu Group under those trademarks in the form in which Natu Group supplies them, and may not use those trademarks in its own domain names, company names or advertisements without Written consent.
7. A Customer that structurally resells Products as a wholesaler or distributor shall preferably enter into a separate distribution agreement with Natu Group for this purpose. As long as there is none, either party may terminate the trading relationship in Writing with a notice period of 3 months, without prejudice to the settlement of current Agreements and Contracts. No longer notice period or compensation is owed.

Article 19. Storage with third parties

1. Natu Group may have Products, including Products it stores for the Customer, stored, handled and shipped by a Supplier, such as a logistics service provider or warehouse keeper.
2. For loss of or damage to Products at a Supplier, Natu Group is not liable to the Customer beyond the amount it receives from that Supplier or its insurer, without prejudice to article C6 paragraph 4. This limitation does not apply if the Supplier is a company in which Natu Group or its shareholders hold an interest; in that case article 12 applies.

Article 20. Personal data

1. Natu Group processes personal data of the Customer's contact persons for the performance of Agreements, relationship management, credit assessment, compliance with legal obligations and informing the Customer about similar Products. Natu Group does so in accordance with the General Data Protection Regulation and its privacy statement on natugroup.nl.
2. Natu Group and the Customer are each independent controllers. If the Customer provides personal data of third parties, such as delivery addresses of branches or franchisees, it warrants that it may lawfully do so.

Article 21. Webshop, Customer Portal and electronic communication

1. Every order, Call-off, approval of a Proof or other statement made via the Customer's account in the Webshop or the Customer Portal, or from an e-mail address of the Customer's domain or an e-mail address that the Customer has previously used or provided in its relationship with Natu Group, binds the Customer, unless it proves that Natu Group knew or should have understood that the sender was not authorised to do so.
2. The Customer keeps login details confidential, decides itself which employees are given access and immediately reports misuse or the departure of a user to Natu Group.
3. The records and electronic systems of Natu Group, including log files of the Webshop and the Customer Portal, serve as evidence of the content and time of messages, orders and Call-offs, subject to proof to the contrary.
4. Natu Group may change, temporarily take offline or discontinue the Webshop and the Customer Portal. It does not guarantee uninterrupted availability.

Article 22. Applicable law and disputes

1. These terms and conditions, every Quotation and every Agreement, and all non-contractual obligations related thereto, are governed exclusively by Dutch law.
2. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
3. All disputes shall be submitted at first instance exclusively to the District Court of Zeeland-West-Brabant, Breda location. Natu Group may also submit a dispute to the competent court of the place where the Customer is established, provided that court is located in a Member State of the European Union or a state party to the Lugano Convention.
4. This article does not affect the right of the parties to request interim relief or a prejudgment attachment from any competent court.

Article 23. Amendment and translation of these terms and conditions

1. Natu Group may amend these terms and conditions. An amended version applies to Agreements concluded after its publication. For current Agreements, an amendment applies 30 days after Natu Group has notified it in Writing, unless the Customer objects in Writing within that period; in that case the old version continues to apply to those Agreements. No objection is possible against amendments resulting from new laws or regulations.
2. These terms and conditions are available in Dutch and English and may additionally be available in French, German or other languages. A Customer established outside the Netherlands receives at least the English text. In the event of any difference in interpretation, the Dutch text prevails.

Article 24. Final provisions

1. If any provision of these terms and conditions is void or annulled, the remaining provisions continue to apply. The void or annulled provision shall be replaced by a valid provision that comes as close as possible to the purpose of the original provision. If a provision is only partially unreasonably onerous, it applies to the part that is permissible.
2. If Natu Group does not always require strict compliance, it does not thereby lose the right to require compliance later.
3. The Customer may not transfer rights and obligations under an Agreement without Natu Group's Written consent.
4. Provisions that by their nature are intended to continue after the end of an Agreement, such as articles 6, 11 to 17, 19, 22, C7 and C8, continue to apply thereafter.
5. If two or more (legal) persons together are the Customer, they are jointly and severally liable for performance of the Agreement. If a Customer also orders for group companies, branches or franchisees, it remains itself fully liable for performance.

Module A: Standard products and webshop

Article A1. Application

This Module applies additionally to the sale of Standard Products, regardless of whether the order is placed via the Webshop, the Customer Portal, by e-mail, by telephone or via a representative.

Article A2. Account

1. Natu Group may only activate an account in the Webshop or the Customer Portal after checking the Customer's business details, and may refuse an application without giving reasons.
2. Natu Group may block or close an account in the event of misuse, payment arrears or incorrect details.
3. Prices, discounts and payment terms shown in an account may differ per Customer and are confidential.

Article A3. Formation of webshop orders

1. An order in the Webshop is an offer by the Customer. When ordering, the Customer accepts these terms and conditions by ticking the box provided; the terms and conditions can be downloaded and saved as a PDF before ordering.
2. An automatic acknowledgement of receipt is not an acceptance. The Agreement is concluded by an Order Confirmation by e-mail or by Natu Group dispatching the Products.
3. Natu Group may refuse an order in whole or in part, including in the event of doubt about the Customer's business status or creditworthiness, unusual quantities or if a Product is not available.

Article A4. Prices and errors in the Webshop

1. An order is subject to the prices shown in the Webshop or the Customer Portal at the time of ordering, with the shipping costs shown before the order is completed.
2. Natu Group is not bound by a price, discount, packaging unit or other information containing an obvious error, such as a price per piece that clearly should have been the price per box, a price deviating sharply from the usual price, or a technical error. Natu Group may dissolve an Agreement based on such an error in Writing within 5 Working Days of discovery; amounts already paid will be refunded.

Article A5. Availability and delivery

1. Stock indications and delivery times in the Webshop are indicative. If a Product is not available, Natu Group may deliver an equivalent Product with the same functional characteristics, after Written notification to the Customer. The Customer may refuse the replacement Product within 2 Working Days of that notification.
2. Natu Group may apply a minimum order value and charge a surcharge for shipping or order costs for orders below a certain value, as stated in the Webshop.
3. Standard Products are only sold per full packaging unit (box, pack or pallet), as stated in the Webshop.

Article A6. No right of withdrawal, returns

1. The Customer has no right of withdrawal or cooling-off period.
2. Natu Group may, without being obliged to do so, accept a return of Standard Products if the Customer requests this in Writing within 14 days of delivery, the Products are in unopened, undamaged original packaging and Natu Group has given prior Written consent. Natu Group will then credit the invoice value, less 15% administration and handling costs and the costs of shipping and return shipping.
3. Products intended for contact with food whose packaging has been opened can never be returned for hygiene reasons, unless the complaint is justified.

Article A7. Payment in the Webshop

Natu Group determines which payment methods are available in the Webshop. Payment on account is only possible after approval by Natu Group, within the credit limit it sets.

Module B: Custom products and printing

Article B1. Application

This Module applies additionally to Custom Products, including printed non-woven bags (NATUBOX), printed paper bags, printed bowls, cups, lids, boxes and napkins, and Products in a version modified at the Customer's request.

Article B2. Design Material

1. The Customer shall supply Design Material in good time, complete and print-ready, as a vector file (AI, EPS or PDF with outlined fonts) stating the desired Pantone colours (PMS, Coated or Uncoated), unless otherwise agreed.
2. The Customer is responsible for the correctness, completeness and suitability of the Design Material, including spelling, texts, trademarks, quality marks, claims, barcodes, QR codes, colour codes, dimensions and resolution. Natu Group need not check the Design Material for these matters.
3. If Natu Group has to convert, adjust or rebuild Design Material, it may charge the costs thereof.

Article B3. Proof and approval

1. Natu Group submits a digital Proof to the Customer. On request, or if Natu Group considers it necessary, it makes a physical sample or pre-production sample at the costs it states. The delivery time is extended by the time needed to make, ship and assess a physical sample.
2. The Customer shall check the Proof carefully and approve it expressly in Writing, or communicate its corrections in Writing. After 2 rounds of corrections, Natu Group may charge the costs of further rounds.
3. Natu Group does not start production without express Written approval of the Proof. If the Customer does not respond within 5 Working Days, the delivery time is postponed by the duration of the delay plus the time needed to obtain a new production slot at the Supplier. If the Customer has not responded 30 days after submission of the Proof, even after a reminder, Natu Group may dissolve the Agreement; article B9 paragraph 2 then applies.
4. By approving, the Customer accepts the Proof as correct and complete with regard to everything visible in it, such as texts, logo, position, dimensions, colour codes and printed sides. Natu Group is not liable for errors that the Customer could have seen in the Proof.
5. A digital Proof, mock-up or screen display shows the layout, not the exact colour, material texture or print quality. An approved physical sample serves as the reference for production, within the tolerances of article B4.

Article B4. Colour and printing

1. Colours are matched as closely as possible to the specified Pantone reference. Deviations resulting from the material and printing technique, such as with screen printing, flexo printing or offset on non-woven, kraft paper, board, bagasse or plastic, do not constitute a shortcoming. Deviations are in any event acceptable if, when assessed in daylight at a distance of approximately 50 cm, they do not impair the recognisability of the logo and, if measured, have a colour difference of at most $\Delta E\ 2000 = 5$ relative to the approved reference.
2. On unbleached kraft or coloured material, a printing colour looks different from on white material. This is not a shortcoming.
3. The position of the print may deviate by up to 5 mm, and the registration between colours by up to 2 mm, unless the Specifications provide otherwise. Fine lines and small texts below the minimum values stated by Natu Group may fill in or disappear; this is at the Customer's risk.
4. Slight differences in colour and material may occur between different production runs. If the Customer wants a fixed reference per run, this is laid down in the Specifications.
5. A number of misprints within the standards of article 11 paragraph 5 does not constitute a shortcoming.

Article B5. Minimum order quantity

The minimum order quantity (MOQ) stated in the Quotation or Order Confirmation applies to Custom Products. If the Customer wishes to purchase less, Natu Group may charge a surcharge or refuse the order.

Article B6. Over- and under-delivery

1. For Custom Products, Natu Group may deliver up to 10% more or less than the quantity ordered. Natu Group invoices the quantity actually delivered at the agreed unit price. A delivery within this margin is complete.

2. For Contracts, the margin applies per production run. The Contract Volume is adjusted to the quantity actually produced.

Article B7. One-off Costs and Tooling

1. One-off Costs are invoiced in full (100%) upon Order Confirmation and are not refunded, not even if the Agreement subsequently ends, unless Natu Group dissolves the Agreement without grounds.
2. Article 14 paragraph 4 applies to the ownership, storage and replacement of Tooling.
3. For every change in the design, dimensions or number of colours, One-off Costs are charged again.

Article B8. Production and delivery time

1. The delivery time of Custom Products only starts once all of the following conditions have been met:
   a. the Customer has approved the Proof in Writing;
   b. the One-off Costs and the Advance Payment have been received;
   c. Natu Group has all the information it needs.
2. The delivery time includes production, transport by sea or otherwise, customs clearance and palletising in the Netherlands, and is always an indication. Production in China usually stops for several weeks around Chinese New Year; delivery times spanning that period are extended accordingly, even if this is not stated in the Quotation.
3. Natu Group may have a pre-shipment inspection carried out. An inspection report from an independent inspection company serves as evidence between the parties of the quantities and quality established therein, subject to proof to the contrary. The Customer may have its own pre-shipment inspection carried out at its own expense if it indicates this upon Order Confirmation.

Article B9. Amendment and cancellation

1. After the Order Confirmation, the Customer can only amend or cancel the Agreement with Natu Group's Written consent. An amendment may lead to a different price and delivery time.
2. If Natu Group agrees to a cancellation, or dissolves under article B3 paragraph 3, the Customer shall pay:
   a. before approval of the Proof: the One-off Costs and the design and Proof costs incurred;
   b. after approval of the Proof but before production at the Supplier has started: in addition, the Supplier's cancellation costs and the costs of materials already purchased, with a minimum of 30% of the order value;
   c. after production has started: the full order value.
3. Custom Products that have been produced cannot be returned.

Article B10. Destination of Custom Products

1. Custom Products bearing the Customer's logo or trademark are intended exclusively for the Customer. Natu Group does not sell them to third parties without the Customer's consent.
2. Natu Group may have misprints, surplus production, samples and remnants not delivered to the Customer destroyed or recycled. It may keep a limited number of copies as samples and references.
3. Natu Group offers no exclusivity on models, materials, constructions or versions of Products, even if they were developed for the Customer, unless agreed in Writing. Exclusivity applies only to the Customer's logo and trademark.

Module C: Contracts, stockholding and call-offs

Article C1. Application

1. This Module applies additionally to every Contract. Products under a Contract are as a rule Custom Products; Module B then also applies.
2. A Contract is recorded in an Order Confirmation or contract document approved by both parties, stating at least: the Products and Specifications, the Contract Volume, the price, the Contract Period or its start date, the payment arrangement and, where applicable, a call-off schedule. If Natu Group commences performance at the Customer's request before the Contract has been approved, the Contract as recorded in the Order Confirmation applies, including Contract Volume and Contract Period, even without such approval (article 4 paragraph 9).

Article C2. Purchase obligation

1. The Customer is obliged to purchase and pay for the full Contract Volume within the Contract Period. Natu Group has the Products produced specially for the Customer and holds them for it, and has an interest in the purchase being certain.
2. The purchase obligation is unconditional. It does not depend on the Customer's sales, consumption, number of branches or organisation, on a franchise or licence relationship, on a rebranding or change of house style, on a takeover, or on legislation restricting the Customer's use of the Products.
3. A reduction of the Contract Volume or extension of the Contract Period is only possible with Natu Group's Written consent. Natu Group may then adjust the price to the reduced volume and charge storage costs.

Article C3. Contract Period

1. The Contract Period is 12 months, unless the Contract states a different period.
2. The Contract Period starts on the first Availability Date, or on the date of the first delivery if earlier. A delay of the first Call-off by the Customer does not affect the start or end date.
3. If the Contract Volume is produced in several production runs, the Contract Period applies to the entire Contract Volume, unless the Contract sets a separate period per run.

Article C4. Call-off

1. The Customer calls off Products via the Customer Portal or by e-mail, at least 10 Working Days before the desired delivery date and in quantities of at least one full pallet per delivery address, unless otherwise agreed.
2. A Call-off by a logistics service provider, wholesaler, branch or franchisee designated by the Customer binds the Customer.
3. If a call-off schedule has been agreed, or if it follows from the Contract that the Contract Volume is to be called off evenly over the Contract Period, and the Customer falls more than 2 months behind that schedule, Natu Group may invoice the overdue quantity. For that quantity, article C7 paragraphs 2 to 6 apply as if the Contract Period had ended for that part.

Article C5. Payment arrangements and Advance Payment

1. The Contract determines the ratio between Advance Payment and balance payment, such as 50/50, 70/30, 100/0 or 0/100. If nothing has been determined, an Advance Payment of 100% applies.
2. The Advance Payment is invoiced upon approval of the Contract and must be paid within 7 days. Natu Group only places the production order with the Supplier after the Advance Payment has been received; the delivery time does not start earlier.
3. The balance payment is invoiced per Call-off. On every invoice for a Call-off, the corresponding part of the Advance Payment is set off pro rata as "prepaid". With an Advance Payment of 100%, the invoice for a Call-off only states the delivery and the additional costs, such as transport.
4. In the case of an arrangement without Advance Payment (0/100), Natu Group may require security in advance in accordance with article 6 paragraph 9 and charge a pre-financing fee, if stated in the Contract.
5. Costs not included in the unit price, such as transport per Call-off, surcharges for small Call-offs and storage costs under article C7, are invoiced separately and not set off against the Advance Payment.
6. An Advance Payment is not a deposit. Natu Group sets off the Advance Payment against the price of Products under the same Contract and against all

other amounts the Customer owes it under that Contract and these terms and conditions, including the amounts under article B9 paragraph 2, article C7 and article C8. Any part of the Advance Payment remaining after such set-off shall be refunded by Natu Group within 30 days if the Contract ends in whole or in part for a reason not attributable to the Customer, or if less than the Contract Volume is delivered, including upon dissolution by the Customer under article 5 paragraph 6, article 7 paragraph 5 or article 8 paragraph 3 and upon under-delivery under article B6.

Article C6. Ownership, risk and insurance of stored Products

1. Products that Natu Group stores for the Customer remain the property of Natu Group until the Customer has paid the price of those Products in full and has fulfilled its other obligations in accordance with article 16.
2. As soon as the Customer has paid the price of Products in full, those Products are delivered to the Customer in that Natu Group holds them for the Customer from that moment (delivery by constructive possession, article 3:115 sub a of the Dutch Civil Code). Natu Group keeps those Products recognisably earmarked for the Customer in its records. It further holds them as custodian, with the rights of pledge and retention of article 16 paragraph 6.
3. The risk of loss, damage or depreciation of stored Products passes to the Customer on the Availability Date, even if title has not yet passed.
4. Natu Group ensures that stored Products are insured against fire, storm, water damage and theft until delivery, through its own insurance or through the warehouse keeper, for at least Natu Group's cost price and, for Products the Customer has already paid for, for at least the price paid by the Customer. In the event of damage to stored Products, Natu Group shall at its option deliver replacement Products, or reduce the Contract Volume by the affected Products and refund what the Customer has already paid for them. For damage caused during storage or handling by Natu Group or the warehouse keeper that is not covered by that insurance, article 12 applies. Further liability is excluded, except in the case of intent or deliberate recklessness.
5. Natu Group is never liable for depreciation due to obsolescence, changes in legislation or rebranding.
6. If the Customer is established outside the Netherlands and the Products are transported to another Member State, title passes, by way of derogation from paragraph 2 and article C7 paragraph 2, only at the moment the Products leave the warehouse for transport to the Customer, unless otherwise agreed in the Contract. Risk passes in accordance with paragraph 3. The obligation to pay under articles C5 and C7 remains unaffected.

Article C7. End of the Contract Period

1. If, at the end of the Contract Period, the Customer has not called off the full Contract Volume, the following arrangement applies to the Products not called off (the Remaining Stock).
2. On the first day after the end of the Contract Period, Natu Group invoices the Remaining Stock in full, less the part of the Advance Payment not yet set off. The invoice must be paid within 14 days. From that day, the Remaining Stock is deemed purchased by the Customer and, after full payment, delivered to it in accordance with article C6 paragraph 2. The Customer cannot invoke suspension on the ground that the Products have not yet been physically delivered.
3. From the first day after the end of the Contract Period, the Customer pays storage costs of € 60 excluding VAT per pallet space per quarter. Storage is invoiced quarterly in advance, with a minimum of one full quarter; a quarter that has begun counts as a full quarter. Natu Group may adjust this fee annually to its own storage costs.
4. The Customer shall call off the Remaining Stock within 3 months after the end of the Contract Period. If it fails to do so, Natu Group may deliver the Remaining Stock at the Customer's expense to the last known delivery address. If the Customer refuses delivery, it is in default and the storage costs continue to accrue.
5. If the Customer has still not taken the Remaining Stock 30 days after a Written reminder, or if it is bankrupt, Natu Group may have the Remaining Stock destroyed or recycled. The Customer hereby irrevocably instructs and authorises Natu Group to do so, including for Products already owned by it. All costs of destruction or recycling, including transport and the storage costs up to that moment, are for the Customer's account. Natu Group may instead sell Products without the Customer's logo or trademark. Natu Group does not sell Products bearing the Customer's logo or trademark to third parties. If the Remaining Stock has not yet been paid for, the Customer owes the price thereof as damages. Natu Group sets off the net proceeds against what the Customer owes it and pays out any surplus.
6. Invoicing the Remaining Stock is without prejudice to Natu Group's other rights.

Article C8. Early termination

1. If any of the cases of article 17 paragraph 1 occurs, or if the Customer terminates the Contract or declares that it will no longer perform it, Natu Group may, instead of dissolving the Contract, demand performance and in doing so:
   a. invoice the Products already produced, in transit or in stock immediately and in full, applying article C7 as if the Contract Period ended on that day;
   b. invoice the full price for the part of the Contract Volume for which it has already placed a production order with the Supplier;
   c. for the remaining part of the Contract Volume, at its option: (i) have that part produced, keep it available for the Customer in accordance with this Module applying article C7 from the Availability Date of that part, and declare the full contract price thereof immediately due and invoice it; or (ii) not have that part produced and declare the contract price thereof immediately due and invoice it, less the costs Natu Group saves by not having that part produced, transported and stored. In the case of option (ii), the purchase obligation for that part lapses.
2. A rebranding, change of house style or termination of a franchise by the Customer or its franchisor does not affect the foregoing. Natu Group is willing in such a case to offer a new Contract for Products in the new house style, but the obligations under the current Contract remain.

Article C9. Groups and franchise

1. The contracting party is the legal entity stated as Customer in the Contract. If that party has Products delivered to branches, group companies, franchisees or a logistics service provider, it remains itself liable for the purchase of and payment for the full Contract Volume.
2. If a franchisee concludes the Contract for Products bearing its franchisor's trademark, it warrants that it is entitled to have that trademark used. Natu Group may require the franchisor or a group company to act as guarantor or jointly and severally liable co-debtor.

Article C10. Stock overview

1. Natu Group provides the Customer, on request or periodically if agreed, with an overview of the called-off part and the part of the Contract Volume still to be called off.
2. If the Customer has not objected in Writing within 14 days of receiving an overview, the overview is deemed correct, subject to proof to the contrary.