GENERAL PURCHASE CONDITIONS

Begaho B.V., trading as Stock & Trade

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Status: Convenience translation - Dutch text is authoritative

IMPORTANT LANGUAGE NOTICE: This English text is provided solely as a convenience translation of the Dutch Algemene Inkoopvoorwaarden. The Dutch text is the sole authoritative and legally controlling version. In the event of any discrepancy, ambiguity or difference in interpretation, meaning or wording, the Dutch text shall prevail.

Article 1 - Definitions

1. In these Conditions: (a) Stock & Trade means Begaho B.V., trading as Stock & Trade, with its business address at Vossenbeemd 45B, 5705 CL Helmond, the Netherlands, registered with the Dutch Chamber of Commerce under number 55169333; (b) Seller means any natural or legal person acting in the course of a profession or business who offers or sells Goods to Stock & Trade; (c) Goods means all products, lots, stock positions, packaging, accessories, documents, data and other items covered by the Agreement; (d) Lot means the agreed stock position, whether mixed or otherwise; (e) Purchase Confirmation means the email or attached document recording transaction-specific terms; (f) Agreement means the purchase agreement between Stock & Trade and Seller; and (g) In Writing means exclusively by email, including documents attached to an email.
2. Business Day means Monday through Friday, excluding public holidays generally recognised in the Netherlands.
3. Authorised Representative means a person designated by Stock & Trade to enter into the relevant Agreement. On the date of these Conditions, Floris van den Broek and Egon are each individually authorised to give final confirmation of a stock purchase on behalf of Stock & Trade, exclusively by email from any of the following addresses: info@stockandtrade.nl, inkoop@stockandtrade.nl or floris@stockandtrade.nl.

Article 2 - Application, B2B scope and order of precedence

1. These Conditions apply to all enquiries, offers, negotiations, Purchase Confirmations and Agreements under which Stock & Trade acts as buyer. They are intended exclusively for business-to-business transactions. Consumer transactions, private sales and sales through auction platforms are outside their scope.
2. Stock & Trade provides these Conditions before conclusion of the Agreement as a durable and storable PDF attachment. By accepting the offer or Purchase Confirmation by email, Seller accepts these Conditions.
3. Seller's general terms are expressly rejected unless an Authorised Representative has expressly and specifically accepted them by email before the Agreement is concluded. A general reference to Seller's terms is insufficient.
4. In the event of conflict, the following order applies: (a) the Purchase Confirmation; (b) a later email from an Authorised Representative expressly accepting a specific deviation from these Conditions; (c) these Conditions; and (d) only those stock lists, photographs, specifications and other attachments identified in the Purchase Confirmation by file name, date and version.
5. A deviation applies solely to the transaction concerned and does not create a precedent for other transactions.

Article 3 - Offers, negotiations and formation

1. A request for information, indication, discussion, inspection, price calculation, transport preparation or draft issued by Stock & Trade is non-binding and does not constitute an offer or acceptance.
2. An Agreement is formed only when Floris van den Broek or Egon, each individually authorised, expressly accepts Seller's offer on behalf of Stock & Trade by email from info@stockandtrade.nl, inkoop@stockandtrade.nl or floris@stockandtrade.nl, or sends a Purchase Confirmation from one of those addresses and Seller accepts it in the manner stated therein.
3. Oral statements, telephone calls, WhatsApp messages, platform messages and statements by other employees, carriers, intermediaries or advisers do not bind Stock & Trade. They may only collect information or conduct negotiations.
4. Payment, reservation of transport, access to a site, inspection, loading, unloading or storage does not by itself form, amend or extend the Agreement or constitute a waiver of rights.
5. Before acceptance, Seller shall verify that the Purchase Confirmation states the correct legal entity, Goods, quantities, price, VAT treatment, location, delivery, payment and attachments and shall immediately report inaccuracies by email.

Article 4 - Description, quantities and pricing model

1. The Purchase Confirmation states whether the price is based on unit prices, a total price for the Lot or a combination of both. All prices exclude VAT unless expressly stated otherwise.
2. Where unit prices apply, the final purchase price is calculated on the quantities actually delivered and accepted by Stock & Trade. Where a total Lot price applies, the agreed composition, quantities, brands, models, condition grades and any tolerances remain fully relevant.
3. The Purchase Confirmation states whether quantities are exact or indicative, the counting, weighing or inventory method, any permitted tolerance and the price consequence of excess or short delivery.
4. If no tolerance or price consequence is agreed, no automatic tolerance applies. Stock & Trade is not obliged to take delivery of additional, different or out-of-scope Goods. Any shortage, excess or different mix is handled under Article 13.
5. The agreed price includes packaging, labelling, safe loading and all other costs on Seller's side unless the Purchase Confirmation expressly allocates a cost item to Stock & Trade. Any VAT due shall be correctly stated separately.

Article 5 - Condition, testing status and mixed lots

1. The condition of the Goods is recorded per transaction, for example by item or SKU, by percentage split, by a general qualification or by express reference to photographs, inspection results or a stock list.
2. Stock & Trade may knowingly purchase a Lot wholly or partly untested, including where the defect rate is unknown. 'Untested', 'as is', 'B-stock', 'returns', 'mixed' or similar wording has only the meaning specifically stated in the Purchase Confirmation.
3. Acceptance of functional uncertainty does not release Seller from warranties concerning title, authority to sell, authenticity, identity, origin, product safety, legal marketability, known defects, recalls and sales restrictions.
4. Defective, incomplete or out-of-scope Goods may be included in a total price, valued at nil or a reduced amount, or otherwise treated per transaction. The Purchase Confirmation prevails. An internal valuation by Stock & Trade is not a representation to Seller regarding the resale value of individual Goods.
5. Before conclusion, Seller shall disclose all known relevant deviations, missing parts, transit damage, signs of use, serial-number issues, software or account locks, missing keys or codes, repairs, modifications and any other circumstances affecting marketability or safety.

Article 6 - Title, authenticity and third-party rights

1. Seller warrants that it has full title to the Goods, is authorised to sell and deliver them, and that the Goods are free from retention of title, pledges, attachment, lease, liens and all other third-party claims.
2. Seller warrants that all branded Goods are genuine and are not counterfeit, unauthorised reproductions or goods with manipulated identification or serial numbers.
3. For Goods intended for resale within the European Economic Area, Seller warrants that they were placed on the EEA market by or with the consent of the trade mark proprietor, unless Stock & Trade expressly agrees by email before purchase to a specifically described exception.
4. Seller warrants that sale, delivery, storage, offering and intended resale by Stock & Trade do not infringe intellectual property rights, distribution rights or other third-party rights, except for sales restrictions specifically accepted in advance under Article 18.
5. On first request, Seller shall provide evidence of title, origin, chain of purchase, authenticity and lawful placing on the market. Stock & Trade may suspend payment and further handling pending sufficient verification.

Article 7 - Product safety, compliance and special goods

1. Seller warrants that, insofar as the Goods are purchased as saleable products, they comply with all product safety, conformity, labelling, traceability, environmental and market-access rules applicable in the agreed sales market, including where applicable CE marking, type or batch identification, warnings, instructions and details of the responsible economic operator.
2. Before conclusion, Seller shall disclose every known or reasonably discoverable recall, safety notice, stop-sale, authority measure, serious safety defect, accident pattern or investigation relating to the Goods. New information shall be disclosed immediately after purchase.
3. Seller shall provide the documentation agreed for each transaction. Legally required safety, conformity and traceability information must always be provided even if no separate document list is included.
4. Before purchase, Seller shall disclose whether the Lot contains rechargeable batteries, batteries, pressure equipment, refrigerants, fuels, chemicals, magnets, dangerous goods or other regulated materials and shall provide the required classifications, safety information and transport documents.
5. The Goods are not waste and shall not be transferred as waste unless expressly agreed in advance and the transfer, transport and processing are fully lawful and documented.
6. An expressly agreed purchase as defective, incomplete, not ready for sale or for repair limits only the specifically identified conformity aspects. Title, authenticity, traceability and the duty to disclose known safety risks remain unaffected.

Article 8 - Pre-delivery inspection

1. Stock & Trade may inspect or arrange inspection of the Goods and relevant documents before conclusion, during loading or collection and after receipt. Seller shall provide reasonable access, cooperation, lighting, equipment and opportunity for sampling, counting and photography.
2. A prior inspection, sample check or decision not to inspect does not limit Seller's obligations and does not constitute acceptance of unexamined or latent deviations.
3. If inspection is impossible or only part of the Lot can be assessed, Stock & Trade remains entitled to inspect the full Lot after receipt under Article 12.

Article 9 - Packaging, loading and transport information

1. At its own cost, Seller shall provide transport-suitable packaging, correct labelling, safe palletisation and securing, and all information reasonably required for safe loading, carriage, unloading and storage.

2. Seller shall perform the loading and is responsible for safe, proper loading that complies with transport and product rules. Seller shall follow reasonable instructions from Stock & Trade or the carrier without reducing Seller's own responsibility.
3. Damage or costs caused by defective packaging, incorrect labelling, improper loading, incorrect weights or dimensions, or missing information remain for Seller's account even if the general transport risk has transferred.
4. An Incoterms rule applies only if the Purchase Confirmation states the specific rule, place and version. In case of conflict, the Purchase Confirmation prevails and these Conditions are displaced only to the extent of the conflict.

Article 10 - Delivery, delivery date and risk

1. The place, date, time window and method of delivery or collection are agreed per transaction. Partial delivery requires prior consent by email.
2. In case of delay, Stock & Trade will in principle grant Seller a reasonable cure period. No cure period is required where the Purchase Confirmation identifies the delivery date as strict and final, performance is permanently impossible, or Stock & Trade cannot reasonably be required to continue the Agreement.
3. Where Stock & Trade arranges carriage, risk of loss or damage transfers only after Seller has properly loaded the full Lot onto the vehicle. Packaging and loading defects remain for Seller's account.
4. Where Seller arranges carriage, risk transfers only after complete unloading and physical receipt at the destination stated in the Purchase Confirmation.
5. Signature of a consignment note, CMR, delivery note or collection receipt confirms only the externally apparent receipt of the stated number of packages unless expressly noted otherwise. It does not constitute substantive acceptance of quantities, identity, condition, functionality or conformity.

Article 11 - Title upon advance payment

1. To the extent Stock & Trade pays all or part of the purchase price before physical delivery, title to the sufficiently identified Goods covered by that payment transfers immediately to Stock & Trade. From that time Seller holds those Goods for Stock & Trade and the parties intend, to the extent legally required and possible, to effect delivery by constitutum possessorium.
2. Seller shall immediately segregate prepaid Goods, clearly mark them as owned by Stock & Trade, maintain an up-to-date inventory and shall not sell, pledge, encumber, use or mix them.
3. If prepaid Goods are not individually identified at the time of payment, title transfers as soon as they are identified and segregated in accordance with the Purchase Confirmation. Seller shall perform all additional acts required to make the transfer legally effective.

4. Transfer of title does not cause risk to transfer earlier than provided in Article 10.

Article 12 - Post-receipt inspection, notices and acceptance

1. The inspection period is agreed per transaction. If no period is stated, Stock & Trade has ten Business Days after receipt to inspect and notify visible deviations in identity, quantities, composition, packaging and condition.
2. Latent defects and other deviations that could not reasonably be discovered during the initial inspection period shall be notified within ten Business Days after discovery and no later than twelve months after receipt.
3. The twelve-month maximum is not a contractual forfeiture period for claims concerning lack of title, counterfeit goods, unexhausted trade mark rights, fraud, deliberately withheld information, product safety, recalls or claims by authorities or third parties. Statutory limitation periods remain applicable.
4. A Lot is substantively accepted only by an express email from Floris van den Broek or Egon sent from info@stockandtrade.nl, inkoop@stockandtrade.nl or floris@stockandtrade.nl. Payment, unloading, storage, sorting, testing, processing, partial resale or signing transport documents does not constitute acceptance or waiver of rights.
5. Absence of express acceptance does not automatically mean that the entire Lot has been rejected. The rights and time periods in these Conditions remain determinative.

Article 13 - Deviations and remedies

1. In case of a material deviation, Stock & Trade may, subject to reasonableness and proportionality, elect to: (a) require completion or correct supplementary delivery; (b) require replacement; (c) reduce the purchase price or require a credit note; (d) reject non-conforming Goods in whole or in part; (e) terminate the Agreement in whole or in part; and/or (f) claim damages.
2. Stock & Trade may grant Seller a reasonable cure period. Immediate rejection or termination is permitted in case of counterfeit goods, lack of title, unsafe Goods, a fundamentally different Lot, permanent impossibility or a breach that materially frustrates the commercial purpose of the transaction.
3. Reasonable costs of inspection, recounting, sorting, storage, blocking, repair, return, replacement carriage, expert investigation and legal assistance caused by the breach are for Seller's account.
4. Stock & Trade shall hold rejected Goods for a reasonable period awaiting Seller's instructions. If timely instructions are not received, Stock & Trade may return them, place them in external storage or, where safety or law requires, arrange blocking or disposal, in each case at Seller's cost and risk. Destruction or disposal will not take place where a less intrusive lawful measure reasonably suffices.
5. The rights in this Article are cumulative and do not limit Stock & Trade's statutory rights.

Article 14 - Recall, market measures and cooperation

1. Seller shall immediately inform Stock & Trade of any proposed or imposed recall, safety warning, stop-sale, corrective measure or information request from a competent authority that may affect the Goods.
2. Seller shall promptly provide all available traceability, sales, safety and technical data and fully cooperate with risk analysis, blocking, customer communication, retrieval, repair, replacement and reporting to authorities.
3. To the extent a measure results from a breach, incorrect information or circumstance for which Seller is responsible, Seller bears the reasonable costs of investigation, communication, logistics, retrieval, storage, repair, replacement, destruction and external advice.
4. Seller shall not issue a public statement naming Stock & Trade without prior consent unless a legal obligation requires immediate disclosure.

Article 15 - Invoicing, payment, suspension and set-off

1. Seller shall invoice the correct legal entity and state the Purchase Confirmation reference, a clear description, VAT treatment, delivery date, bank account and all legally required invoice details.
2. Payment milestones, advance payments, retained percentages and release conditions are agreed per transaction. If no payment term is agreed, Stock & Trade shall pay within thirty days after both a correct invoice and the Goods have been received.
3. Payment, including payment of the full invoice amount, does not constitute acceptance and does not limit Stock & Trade's rights of inspection, notice, suspension, set-off or recovery.
4. Stock & Trade may suspend payments and set off due claims against Seller to the extent permitted by law, including where there is reasonable doubt regarding title, authenticity, conformity, correct delivery or invoice accuracy.
5. A change to Seller's bank account may be used only after Stock & Trade has independently verified it through a previously known contact channel. Delay caused by reasonable verification does not place Stock & Trade in default.

Article 16 - Indemnity and Seller liability

1. Seller shall indemnify Stock & Trade, its directors, employees and customers against third-party claims, fines, measures and reasonable costs resulting from Seller's breach, including lack of title, counterfeit goods, intellectual property infringement, product safety issues, non-conformity, incorrect origin or product information, a recall or breach of applicable law.
2. Stock & Trade shall notify Seller of a relevant claim as soon as reasonably possible and allow Seller to participate in the defence insofar as this does not prejudice the interests of Stock & Trade, its

customers or an authority. Any settlement imposing obligations or admissions on Stock & Trade requires prior consent.

3. The indemnity does not prejudice Stock & Trade's rights to performance, termination and its own damages.

Article 17 - Limitation of Stock & Trade liability

1. Stock & Trade's total liability to Seller in connection with one Agreement is limited to the purchase price of the Goods to which the liability relates.
2. Stock & Trade is not liable for Seller's indirect or consequential loss, including loss of profit, turnover, savings, production or goodwill and claims by Seller's other contracting parties.
3. These limitations do not apply in case of intent or deliberate recklessness of Stock & Trade's management and do not apply to the extent limitation is prohibited by mandatory law.

Article 18 - Sales restrictions, discretion and confidentiality

1. A brand, market, country, customer or channel restriction binds Stock & Trade only if expressly accepted by email before conclusion and if it specifically identifies the Goods, territories, channels, duration and practical obligations involved.
2. Sales restrictions are interpreted narrowly, must be lawful and enforceable, and may not be added to or expanded by a later unilateral notice from Seller.
3. The parties shall keep non-public information about prices, stock, origin, sales arrangements, customers, business operations and the Agreement confidential and use it only for performance of the Agreement.
4. Confidential information may be shared with employees, group companies, advisers, financiers, insurers, carriers, customers and authorities who reasonably need it and are subject to appropriate confidentiality duties.
5. The confidentiality duty continues for five years after termination. For trade secrets it continues for as long as the information remains a trade secret. Legally required disclosure is permitted after, where possible, prior notice to the other party.

Article 19 - Compliance, sanctions and origin

1. Seller shall comply with all sanctions, export-control, anti-corruption, anti-money-laundering, product, environmental and labour laws applicable to it and the Goods and shall not facilitate circumvention.

2. Seller warrants that it, its ultimate beneficial owners and parties used for the transaction are not subject to applicable sanctions and that the Goods do not originate from a prohibited source or transaction.
3. Upon request Seller shall provide reasonable information and evidence regarding country of origin, producer, supply chain, customs status, export classification and economic operators involved.
4. Stock & Trade may immediately suspend performance or payment and terminate the Agreement if performance creates a legal or reasonably substantiated sanctions, integrity or enforcement risk.

Article 20 - Force majeure

1. A party prevented from performing by force majeure shall immediately inform the other party, stating the cause, expected duration, affected Goods and mitigation measures taken.
2. Seller shall mitigate the effects and resume performance as soon as possible. Lack of liquidity, price increases, personnel shortages, lack of transport capacity or failure by Seller's own suppliers do not constitute force majeure insofar as reasonably foreseeable, insurable or avoidable.
3. If force majeure on Seller's side continues for more than thirty days, Stock & Trade may terminate all or part of the Agreement by email without compensation. Stock & Trade shall pay only for Goods correctly delivered and accepted.

Article 21 - Suspension and termination

1. Stock & Trade may immediately suspend its obligations or terminate all or part of the Agreement if Seller is declared bankrupt, applies for suspension of payments, is liquidated, ceases business, becomes subject to material attachment, experiences serious payment difficulties, commits fraud, provides incorrect title or origin information, creates a sanctions risk or is clearly unable to deliver correctly.
2. Where cure is reasonably possible and responsible, Stock & Trade may first grant a reasonable cure period. No cure period is required for serious integrity, title, authenticity, safety or sanctions risks.
3. Termination does not affect accrued payment, damages, indemnity, confidentiality, title and repayment rights.

Article 22 - Assignment and third parties

1. Seller may not assign or pledge rights or obligations under the Agreement or have them performed by a third party without prior consent from Floris van den Broek or Egon by email from info@stockandtrade.nl, inkoop@stockandtrade.nl or floris@stockandtrade.nl.

2. Consent to engage a third party does not release Seller from any obligation or liability. Acts and omissions of engaged third parties are treated as Seller's acts and omissions.
3. Stock & Trade may assign its payment or title rights to a financier, insurer or group company provided this does not materially worsen Seller's position.

Article 23 - Final provisions

1. The Agreement and these Conditions are governed exclusively by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods 1980 (Vienna Convention/CISG) is excluded.
2. All disputes shall be submitted exclusively to the competent court of the District Court of Oost-Brabant, sitting in 's-Hertogenbosch, unless mandatory law provides otherwise. Stock & Trade may seek interim or protective relief before any competent court.
3. The Dutch text is the sole authoritative and legally controlling version. This English translation is provided for convenience only and has no independent legal authority. In the event of any discrepancy, ambiguity or difference in interpretation, meaning, scope or wording, the Dutch text shall prevail.
4. If any provision is invalid or unenforceable, the remaining provisions remain effective. The parties shall replace the invalid provision with a valid provision that most closely reflects its purpose and economic effect.
5. Failure or delay in exercising a right does not waive that right. Amendments to the Agreement are valid only if expressly accepted by an Authorised Representative by email.
6. Notices shall be sent to the email addresses stated in the Purchase Confirmation. Binding purchase confirmations from Stock & Trade are sent or confirmed exclusively from info@stockandtrade.nl, inkoop@stockandtrade.nl or floris@stockandtrade.nl. One confirmation from any one of these addresses is sufficient. A party shall promptly notify changes. These Conditions may be cited as 'General Purchase Conditions Begaho B.V. / Stock & Trade - version 1.0'.