General Terms and Conditions of Sale and Delivery of lots of Lots B.V.

These General Terms and Conditions of Sale and Delivery (version March 2026) are used by lots of Lots B.V. and have been filed with the Chamber of Commerce under number 00665287 (D.D. April 10, 2026)

1. General

1.1. These General Terms and Conditions of Sale and Delivery, hereinafter referred to as "these Terms and Conditions," apply to all offers, quotations from, and agreements concluded with lots of Lots B.V. (Chamber of Commerce No. 29051446), hereinafter referred to as "the Seller."

1.2. A legal entity or legal person who wishes to purchase goods and services from the Seller and/or with whom the Seller enters into an agreement, is hereinafter referred to as "the Buyer".

1.3. The Seller expressly rejects the applicability of any general terms and conditions (of purchase) and/or other terms and conditions used by the Buyer.

1.4. Where the Seller has not expressly rejected the applicability of the Buyer's general terms and conditions (of purchase), the Seller's general terms and conditions shall prevail over the Buyer's general terms and conditions (of purchase) in the event of any discrepancies.

1.5. Upon the purchase of goods or services by the Buyer from the Seller under these Terms and Conditions, the Buyer is deemed to have agreed to the applicability of these Terms and Conditions for any subsequent orders placed or assignments given by the Buyer and confirmed by the Seller verbally, by telephone, by email, or by any other method.

2. Offers and Quotations

2.1. All quotations, offers, prices, and terms provided by the Seller are at all times non-binding and expire after 24 hours, unless the Seller has specified a longer period. All information and data included in general product documentation and price lists, whether in electronic or other form, shall be binding only if explicitly referenced in the Seller's order confirmation or in the written agreement concluded with the Seller.

2.2. Every offer and/or quotation is based on the information provided by the Buyer and the Buyer guarantees the accuracy and completeness of such information.

2.3. Agreements with or commitments made by representatives or other employees of the Seller are not binding on the Seller, unless such agreements or commitments have been confirmed in writing by the Seller or have immediately been performed.

2.4. All specifications provided by the Seller regarding dimensions, drawings, images, colors, quantities, and all other unspecified data published on the website or in catalogs and brochures, or included with or mentioned in offers, quotations, and/or order confirmations, are intended as a general representation and have been prepared with care; however, the Seller cannot guarantee the absence of deviations.

3. Agreements

3.1. An agreement shall have been concluded from the moment the Seller has confirmed the order or assignment or has commenced execution of the order or assignment.

3.2. Amendments to and additions to any provision in an order or assignment confirmation, agreement, and/or these Terms and Conditions can only be agreed upon in writing.

3.3. If an amendment and/or addition as referred to in the preceding paragraph is agreed upon, such amendment or addition applies only to the relevant order, assignment, or agreement.

4. Prices

4.1. Prices are expressed in euros and exclude sales tax, any levies and/or fees imposed by government and/or quasi-governmental institutions, and any other applicable charges and/or rates.

4.2. If, upon submission of an offer and/or quotation, one of the price-determining factors changes, the Seller will be entitled to adjust the prices accordingly, even if the order or assignment has been confirmed or an agreement has since been concluded.

4.3. Unless otherwise agreed, price changes exceeding 15% shall entitle the Buyer to terminate the agreement, provided it does so in writing and within seven days upon receipt of the notification of a price change. Such termination does not entitle the Buyer to compensation for any kind of loss whatsoever.

5. Delivery

5.1. Delivery times are always approximate and shall never be regarded as strict deadlines. In the event of late delivery, the Seller must be given notice of default by the Buyer, allowing a reasonable period of time.

5.2. Exceeding delivery times does not entitle the Buyer to any damages or to any form of compensation or reimbursement on any account whatsoever. Nor does the Buyer in that case have the option to terminate the agreement or to terminate it in any other manner.
5.3. The Seller is entirely free to determine the method of delivery and transportation. Delivery and transportation shall be 'for the Buyer's account.
5.4. If, for any reason, the Buyer fails to take delivery of the goods at the agreed time, the Buyer shall be in default without any notice of default being required. In that case, the Seller shall be entitled to transport the goods and store them (or cause them to be stored) at the Buyer's expense and risk. The storage costs payable by the Buyer are set at a minimum of €50 (excl. VAT) per pallet per week, while part of a week is considered a full week. In addition, the actual costs may be charged to the Buyer, which is at the Seller's discretion. If the Buyer has not yet taken delivery of the goods within two months, the Seller has the option to sell the goods to a third party.
5.5. In that case, the Buyer will be required to reimburse the costs of transportation, storage, and safekeeping in accordance with reasonable standards for the period from the expiration of the delivery period up to the date of final acceptance by the Buyer or up to the moment the goods are sold to a third party.
5.6. If the goods have been sold to a third party, the Buyer remains liable for damages in the amount of the purchase price, plus interest, less the net proceeds of the purchase price agreed upon with the third party.

6. Force Majeure

6.1. The Seller shall not be bound by fulfilment of any obligation in respect the Buyer if it is prevented from doing so caused by a circumstance that is not attributable to fault, and for which it is not liable under the law, a legal act, or a generally accepted practice. During a force majeure event, delivery obligations shall be suspended. If this period continues for more than three months, both parties are entitled to terminate the agreement. In the event of force majeure, the Buyer will not be entitled to damages, nor to any reimbursement or compensation on any account whatsoever, even if the Seller should derive any benefit as a result of the force-majeure situation.
6.2. If, upon the occurrence of the force majeure, the Seller has been able to fulfill its obligations only partially, it will be entitled to invoice the part already delivered or that can be delivered separately, and the Buyer will be required to pay this invoice as if it were a separate agreement.
6.3. The following circumstances shall in any case constitute force majeure on the part of the Seller: failures on the part of the Seller's suppliers or carriers, fire, theft, acts of war, riots, strikes, sit-ins, operational disruptions, war, severe weather, delays, (governmental) sanctions, supply stoppages and/or price increases for materials, resources, and/or services, or other issues with the Seller's suppliers, epidemics or pandemics, interference by government or regulatory authorities, or measures taken by government agencies, cybercrime, and in general any cause beyond the Seller's control, whether foreseen or unforeseen, impeding the Seller's performance of the agreement.
6.4. The Seller shall moreover be entitled to invoke force majeure if the circumstance preventing (further) performance of the agreement arises after the Seller was required to fulfill its obligation.

7. Payment, Interest and Costs; Security

7.1. The Buyer shall pay the Seller's invoices within fourteen (14) days of the invoice date and, in the event that delivery takes place earlier, no later than the day before collection or before shipment of the goods, unless otherwise agreed. These payment terms are strict deadlines. In the absence of timely payment, the Buyer will be immediately in default.
7.2. From the moment of default up to the day of full payment, while part of the month is considered a full month, the Buyer shall be required to pay 2% interest per month on the outstanding amount.
7.3. The Buyer shall not be permitted to suspend its payment obligations and/or proceed to offset or otherwise withhold payments.
7.4. All judicial and extrajudicial costs incurred by the Seller, including costs for legal assistance as well as costs that are not or cannot be liquidated by judgment, shall be borne by the Buyer. Extrajudicial costs are set at no less than 15% of the principal amount, with a minimum of €500 (excl. VAT). Also the actual costs may be charged to the Buyer at the Seller's discretion. Judicial costs are set at the actual costs incurred by the Seller.
7.5. The Seller shall at all times have the right to demand advance payment before proceeding with the delivery of the goods. At the Seller's first request, the Buyer must, at the Seller's discretion, provide ample security for the fulfillment of its obligations. In the absence of advance payment or the provision of security, the Seller will be entitled to suspend the delivery of goods or to terminate the agreement. If the Seller suspends delivery, the delivery period shall be extended by the period that delivery has been suspended. In the event of suspension or termination by the Seller, the Buyer shall have no right whatsoever to damages, reimbursement, or compensation, or any other right.
7.6. The Seller may grant the Buyer a supplier credit with a limit, which is re-determined annually. The Buyer cannot derive any rights from this. The Seller may at any time revoke or reduce the supplier credit or amend the terms and

conditions on which the supplier credit is granted. If the supplier credit's limit is exceeded, the amount by which the limit has been exceeded must be repaid within three business days without suspension, offsetting amounts, or other deduction.

8. Lien and Retention of Title

8.1. All goods held by the Seller for the Buyer are deemed to be pledged to the Seller with regard to all amounts the Buyer is or will be due and payable to the Seller for any reason whatsoever.

8.2. The title to all goods delivered by the Seller to the Buyer shall be vested in the Seller until the Buyer has fulfilled all its obligations in respect of the Seller with regard to the relevant, previous, and subsequent goods sold, as well as with respect to the Seller's claims against the Buyer arising from the Buyer's failure to fulfill its obligations to the Seller. Up to such time, the Buyer shall hold the goods in trust for the Seller and shall not be entitled to encumber the goods with a security interest (whether or not non-possessory) or in any other respect. The Buyer will only be entitled to dispose of the goods if such action is part of the normal and regular business operations. This prohibition on disposal, pledging, and encumbrance has an explicit effect under property law. Subject to the foregoing, transfer of the title to the goods or pledging or encumbering the goods in any other respect is not possible under property law.

8.3. If and when the Buyer defaults on the performance of one or more of its obligations or acts in breach of the provisions in these Terms and Conditions, the Seller will be entitled to reclaim the delivered goods, as referred to in this article, as the Seller's property without court intervention. The Buyer hereby grants the Seller and third parties designated by the Seller unconditional and irrevocable permission in advance to enter all locations where the Seller's property is located and to take back such goods, while the Buyer shall cooperate with this. All costs associated with the recovery of the goods subject to retention of title shall be borne by the Buyer.

8.4. In the event of a petition for bankruptcy, a request for a (provisional) stay of payments, or if protective measures are taken with respect to the Buyer's property or if third parties seek to establish or assert any rights to the Buyer's property, the Buyer shall notify the Seller immediately and promptly inform the attaching bailiff, the administrator, the receiver, or third parties of the Seller's ownership rights.

8.5. The Buyer shall be liable to the Seller for any damage to the goods occurring before the transfer of ownership has taken place as referred to in 8.2. Repossession does not affect the Seller's rights to compensation for damage and loss. In such cases, any claim by the Seller against the Buyer shall become immediately and fully due and payable.

9. Warranties and Complaints

9.1. Any warranties contractually provided by the Seller shall only take effect once the Buyer has fulfilled all its (payment) obligations in respect of the Seller with regard to the delivered goods in question. Up to that time, the effective date of the contractually provided warranty shall be suspended. The suspension of the effective date of the warranty does not alter the expiration date of the warranty.

9.2. The Seller provides no warranty for broken chocolate (bars), candy bags, candy silos, lollipops, and candy canes. Breakage may occur during shipping. Shipping of these goods is at the Buyer's risk.

9.3. The Buyer undertakes to inspect the goods delivered by the Seller immediately upon receipt.

9.4. The Buyer must submit a written complaint i.e. claim within 24 hours of receiving the goods, providing a detailed description of the issues, in the event of visible defects. After this period has expired, the Buyer may no longer rely on the defect in question.

9.5. With regard to other defects, the Buyer must submit a written complaint i.e. claim, including a detailed description of the issues, within 48 hours after it became aware of or could have become aware of such defects. After expiration of this period, the Buyer can no longer rely on the defect in question. Any claim regarding these defects expires one (1) year after the Buyer's receipt of the goods.

9.6. Complaints i.e. claims regarding invoices must be reported by the Buyer to the Seller in writing within 8 days of the invoice date. In the absence of such a report, the information on the invoice shall be deemed accurate between the parties, and the Buyer shall be required to pay the amounts stated on the invoice.

9.7. Complaints reported by the Buyer in a timely manner will be assessed by the Seller. If they are deemed valid, the Seller may, at its discretion, either replace the goods deemed defective or grant a price reduction. In the event of a price reduction, the Seller will credit the value of the defective goods. The Seller is in no way required to compensate for more than the value of the goods deemed defective by the Seller.

9.8. If the complaints i.e. claims prove to be unfounded, the resulting additional costs, including the costs of investigation incurred by the Seller, shall be borne entirely by the Buyer.

9.9. Complaints i.e. claims do not entitle the Buyer to suspend payment, and offsetting amounts is expressly excluded. A complaint i.e. claims regarding part of the order does not entitle the Buyer to reject or refuse the entire order.

9.10. By fulfilling one of the aforementioned obligations, the Seller shall be fully discharged from its warranty obligations and shall not be liable for any further compensation or damages.

10. Intellectual Property

10.1. Subject to the Seller's express written consent, the Buyer shall not be permitted to make any changes to the goods delivered by the Seller.

10.2. Upon the Seller's first request, the Buyer shall, for the Buyer's account, make modifications to the (packaging of) the delivered goods, in a manner specified by the Seller and within a timeframe set by the Seller. If the Buyer fails to comply with this request or does not do so in a timely manner, the Buyer shall be liable in respect of the Seller, by operation of law and without further notice of default, to pay a penalty payable on demand of €10,000 (in words: ten thousand euros) per breach, without prejudice to the Seller's right to claim full compensation in addition.

10.3. All images, photos, music, and media on the Seller's website and all images, catalogs, and brochures provided by the Seller to the Buyer are protected by copyright. The Buyer may not copy, modify, reproduce, distribute, or provide images, photos, music, and media to third parties without the Seller's prior written consent. In the event of a breach of this provision, the Buyer shall owe the Seller, by operation of law and without further notice of default, a penalty payable on demand of €25,000 (in words: twenty-five thousand euros) per breach, without prejudice to the Seller's right to claim full compensation in addition.

10.4. The Buyer fully indemnifies the Seller against any claims by third parties arising from the infringement of intellectual property rights and/or the use of items such as images from the website or catalogs and brochures.

11. Liability

11.1. The Seller shall not be liable for any damage caused by or in relation to delivered goods and/or services rendered, regardless of the basis for such liability, provided that if the damage is covered by the Seller's liability insurance, liability for damage shall be limited to the actual payout by the liability insurance in that specific case, plus the amount of the deductible.

11.2. Where the Seller is liable for damage and the Seller's liability insurance does not provide coverage in any specific case for any reason, or the damage in question is not covered by insurance, the Seller's liability shall be limited to a maximum of the price of the goods delivered and/or services rendered in question.

11.3. The Seller shall never be liable for any business loss, consequential, and/or indirect loss.

11.4. Without prejudice to the provisions of Article 9 of these Terms and Conditions regarding complaints i.e. claims, any claim for damages against the Seller, except those acknowledged by the Seller and in cases of intent and/or willful recklessness, shall expire by the mere lapse of three months after the Buyer discovered the damage or reasonably should have discovered it, and in any case after the lapse of twelve (12) months following the delivery of the goods and/or the performance of the services.

11.5. The Buyer shall indemnify the Seller against any claims by third parties arising from damage caused by goods delivered or services performed by the Seller.

11.6. Notwithstanding the foregoing, any terms and conditions limiting, excluding, or defining liability that may be invoked against the Seller by third parties may also be invoked by the Seller against the Buyer. If and to the extent that the Seller has engaged third parties in the performance of the agreement and/or order, the Buyer shall never be able to assert any rights against the Seller that exceed those which the Seller may assert against the third parties in question.

12. Suspension and Termination

12.1. The Buyer shall in any event be in default without notice of default or court intervention, and the Seller shall be entitled to suspend its obligations and to terminate the agreement and any related agreements in whole or in part with immediate effect, without prejudice to the Seller's other rights (including, but not limited to, the right to specific performance and/or damages) and without the Seller being liable for any damages, compensation, or other obligation on any account whatsoever, in the event that: (1) the Buyer has failed to fulfill an obligation incumbent upon it, (2) the Buyer has filed for a stay of payments or is facing bankruptcy or has filed for bankruptcy, (3) the Buyer's business has been suspended or is being liquidated or otherwise dissolved/terminated, or a decision to that effect has been made, (4) the Buyer ceases or will cease its business in whole or in part, or (5) a prejudgment or executory attachment is or has been levied against the Buyer.

12.2. In the event that an occurrence as referred to in the preceding paragraph takes place, all claims of the Seller against the Buyer shall be immediately and fully due and payable.

13. Miscellaneous

13.1. In the event of any ambiguity, the text of the Dutch version of these Terms and Conditions shall prevail over any translated version.

13.2. If any provision of these Terms and Conditions is or becomes void, the remaining provisions of these Terms and Conditions shall remain in full force and effect, and the Seller and the Buyer shall consult to agree on a new provision to replace the void or invalid provision, which will as much as possible correspond with the purpose and intent of the void or invalid provision.

13.3. The Seller has the right to unilaterally amend these Terms and Conditions. Amendments also apply to agreements already concluded. Amendments take effect one month after notification through a written notice to the Buyer, including the enclosed amended general terms and conditions. If the Buyer does not wish to accept the amendments, the Buyer has the right to reject them by registered letter up to the effective date of the amendments. If the Buyer fails to do so, the Buyer shall be deemed to have accepted the amendments after the effective date.

14. Governing Law and Disputes

14.1. All agreements between the Seller and the Buyer and any resulting obligations as well as any resulting disputes are exclusively governed by Dutch law. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.

14.2. Any disputes arising from offers, agreements, and other legal relationships between the Seller and the Buyer shall be settled exclusively by the competent court of the District Court of Rotterdam, unless the Seller opts for settlement of the dispute by arbitration through the Netherlands Arbitration Institute (NAI) in accordance with the arbitration rules of that institute or another arbitration institute to be designated by the Seller.