

# Terms and Conditions Moofit B.V. (B2B)

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## Article 1: Definitions

For the purposes of these conditions:

1. **Customer:** any legal person governed by public or private law and natural persons acting in the exercise of a profession or business acting with Moofit B.V. (to be further mentioned: iQQuip<sup>®</sup>) wishes to conclude an agreement or has already concluded it. Third parties representing Customer shall also be considered as Customer.
2. **Products:** all products that iQQuip<sup>®</sup> offers, such as those found on the internet site: [www.iqquip.com](http://www.iqquip.com).

## Article 2 – Identity of the company

Moofit B.V.  
Leitswei 10  
8401 CL, Gorredijk, The Netherlands  
T: +31 513 46 33 22 or +31 620 970 243, available From Monday to Friday from 8.30 to 12.00 and from 13.00 to 17.00  
E: [management@iqquip.com](mailto:management@iqquip.com)  
Chamber of Commerce number: 84531649  
VAT number: NL863247441B01

## Article 3: Applicability

1. These general Terms and Conditions apply to every offer, quotation and agreements concluded between iQQuip<sup>®</sup> and the Customer.
2. Additions, changes, further agreements or arrangements, deviating terms on the agreement or these general Terms and Conditions whereby iQQuip<sup>®</sup> enters into obligations or agrees to a lower selling price, do not count as agreed between the parties, as long as they have not been confirmed in writing by iQQuip<sup>®</sup>.
3. All rights and claims, as stipulated in these Terms and Conditions, and in any further agreements stipulated for the benefit of iQQuip<sup>®</sup>, are equally stipulated for the benefit of intermediaries engaged by iQQuip<sup>®</sup> and other third parties.
4. The Customer acknowledges the applicability of these General Terms and Conditions by entering into an agreement with iQQuip<sup>®</sup>, unless these Terms and Conditions have been explicitly rejected in writing by the Customer. In addition, the Customer acknowledges the applicability of these General Terms and Conditions by receiving an offer and/or quotation.
5. If one or more of the provisions in these General Terms and Conditions are null and void or should be annulled, the other provisions of these General Terms and Conditions will not apply without prejudice to the legal force of these General Terms and Conditions.
6. The address specified by the Customer before or at the conclusion of the agreement may be used by iQQuip<sup>®</sup> as such for making statements and/or communications to the client, until the client has informed iQQuip<sup>®</sup> in writing of his new address. As long as no change of address is communicated in writing, the specified address counts as a correspondence address and iQQuip<sup>®</sup> has confirmed receipt thereof.
7. If a situation arises between the parties that is not regulated in these general Terms and Conditions or the agreement, then this situation must be assessed in the spirit of these general Terms and Conditions.

## Article 4: Quotations and offers

1. All offers, stock lists and price lists are always completely without obligation. All offers are valid for the term as stated in the offer. If no time limit is specified, the offer will be valid for twenty days. An offer can be extended by iQQuip<sup>®</sup> by a written communication to the Customer, which also states the duration of the extension. A quotation or offer will also lapse if the product to which the quotation or offer relates is no longer available in the meantime.
2. There is only then an agreement or an order only counts as accepted – even if a representative or reseller has been used – if this has been confirmed in writing by iQQuip<sup>®</sup> or if after the conclusion of the agreement or after receipt of the order execution thereof has taken place by iQQuip<sup>®</sup>. In case of sale from (warehouse) stock, the invoice can replace the written confirmation. Note: The agreement can therefore be concluded in different ways.
3. iQQuip<sup>®</sup> cannot be held to its quotations or offers if the Customer can reasonably understand that the quotations or offers, or a part thereof, contains an obvious mistake or error, for example, and error in the aforementioned amounts or an incorrectly calculated percentage discount.
4. The power of attorney of the representative or reseller does not extend beyond what is generally customary. The representative or reseller may not deviate from these terms unless otherwise agreed and confirmed in writing by iQQuip<sup>®</sup>.

## Article 5: Prices

1. Upon delivery, the prices, including VAT, are to the extent accessible by ordinary means of transport along paved roads, unless otherwise agreed.
2. In all cases, the prices are denominated in euros, excluding the goods due in respect of the agreement, import and export duties, stations, surveillance, customs clearance, insurance costs, taxes or other charges.
3. If no price has (yet) been agreed, the prices and rates applied by iQQuip<sup>®</sup> at the time of delivery will be charged to the Customer.
4. All deliveries are made at the agreed prices, on the understanding that, if, after the conclusion of the agreement, materials, packaging, raw materials, semi-finished products, wages, premiums whatever, freight, taxes, exchange rates, and/or other factors, which also determine the price of the goods, undergo a change, iQQuip<sup>®</sup> is entitled to adjust its prices accordingly. Such a price adjustment does not give the Customer the right to dissolve the agreement, unless the price adjustment concerns an increase of more than 15%.

## Article 6: Delivery and shipping times

1. The specified delivery times only apply as an indication and approximately. Specified delivery times shall never be considered as deadlines always as an indication. If iQQuip<sup>®</sup> depends on further information to be provided by the Customer, the delivery time starts to run, after iQQuip<sup>®</sup> has received that data in full.
2. The Customer is obliged to purchase the products at the time they are made available to him. If the Customer refuses to take delivery or is negligent in providing information or instructions necessary for the delivery, default occurs without notice of default, and iQQuip<sup>®</sup> is entitled to store the products at the expense and risk of the Customer.
3. The Customer is obliged to examine the delivered goods immediately at the moment that the products are made available to him or the relevant work has been carried out. In doing so, the Customer should examine whether the quality and/or quantity of the delivered goods corresponds to what has been agreed and meets the requirements agreed by the parties in this regard. Any visible defects must be reported in writing to iQQuip<sup>®</sup> immediately after delivery (E-mail: [order@iqquip.com](mailto:order@iqquip.com) or registered letter). Any non-visible defects must be reported to iQQuip<sup>®</sup> in writing (E-mail: [order@iqquip.com](mailto:order@iqquip.com) or registered letter) no later than five working days. The notification should contain as detailed a description of the defect as possible, so that iQQuip<sup>®</sup> is able to respond adequately. After the expiry of the period, the invoice shall be deemed irrevocable and unconditionally accepted by the Customer.

- iQQuip® is entitled to deliver an order in its entirety or successively in parts. In the latter case, iQQuip® is entitled to invoice each partial delivery separately to the Customer and to demand payment for it. If and as long as a partial shipment is not paid by the Customer, iQQuip® is not obliged to deliver the next partial shipment, but iQQuip® is entitled at its option to suspend or dissolve the agreement insofar as it has not yet been executed without judicial intervention and without any default on the part of the Customer, without prejudice to its other rights, including its right to compensation.
- The risk during the transport of the product ordered by the Customer depends on the agreed delivery conditions in accordance with Incoterms® 2020. Standard is delivery EXW. At the time of delivery of the product, or the moment that can reasonably be considered as delivery, the risk of the product passes to the Customer, except for the liabilities that cannot legally be excluded by iQQuip®.

#### Article 7: Retention of title

- All delivered and yet to be delivered goods remain the sole property of iQQuip®, until all claims that iQQuip® has or will receive against the Customer, including in any case the claims mentioned in Article 3:92 paragraph 2 of the Dutch Civil Code in full have been paid in interest and extrajudicial and judicial costs.
- When the Customer from the goods delivered by iQQuip®, on which a retention of title rests, he/she acts on behalf of iQQuip® in that formation and will keep the goods for iQQuip®. He/she will only become the owner when the retention of title expires because all claims of iQQuip® have been paid.
- As long as the ownership of the goods will not pass to the Customer, he may not pledge the goods or grant any right to them to third parties, except within the normal exercise of his/her business. At the first request of iQQuip®, the Customer undertakes to cooperate in the establishment of a pledge on the claims that the Customer obtains or will obtain from his/her customers as a result of the delivery of goods. To the extent that iQQuip® has other claims against the Customer and iQQuip® has delivered goods to the Customer on which no retention of title rests, the Customer establishes as security for the fulfilment of his/her obligations in favour of iQQuip® a non-possessive pledge on these goods as iQQuip® accepts this non-possession pledge. In all the aforementioned cases, the Customer will, at the first request of iQQuip®, sign a deed establishing the pledge and/or, to the extent required, cooperate fully in registering that deed with the tax authorities. He/she will ensure that he/she is authorised to pledge the goods and that the goods, apart from the rights of iQQuip®, do not have a pledge or limited rights.
- If third parties seize the products delivered under retention of title and/or wish to establish or assert rights to them, the Customer is obliged to immediately inform iQQuip®.
- The Customer is obliged to keep the goods delivered under retention of title with due care and as recognizable property of iQQuip®. The Customer will treat the goods referred to in this article as a good family man. He/she will insure the goods against all calamities based on the invoice value. In the event of a possible payment of the insurance, iQQuip® is entitled to these tokens.
- iQQuip® is entitled to take back goods that have been delivered under retention of title and are still present at the Customer if the Customer is in default of fulfilling his/her payment obligations or is in payment difficulties or iQQuip® suspects that the Customer is in danger of being in such a situation. The Customer will give iQQuip® and third parties to be designated by iQQuip® unconditional and irrevocable permission in advance to grant free access to his/her premises and/or buildings for inspection of the goods and/or for the execution of our rights.
- The aforementioned provisions are without prejudice to the other rights due to iQQuip®.

#### Article 8: Force majeure

- iQQuip® is not obliged to fulfil any obligation towards the Customer if he is prevented from doing so as a result of a circumstance that is not due to fault, and is not for his account under the law, a legal act or generally accepted opinions. In the event of force majeure, iQQuip® reserves the right to dissolve the agreement without the Customer being able to claim any compensation.
- Force majeure in these general Terms and Conditions means, in addition to what is understood in the law and jurisprudence, all external causes, foreseen or not foreseen, on which iQQuip® cannot exercise influence, but which makes iQQuip® unable to fulfil its obligations.

#### Article 9: Payment and collection costs

- The amounts of money that the Customer must pay to iQQuip® on the basis of any legal relationship (e.g., agreement) are fully and immediately due and payable at the time of the conclusion of the legal relationship, unless otherwise agreed. If and insofar as the amounts of money are not payable in accordance with the foregoing, the amounts of money shall be fully and immediately payable upon full or partial delivery of the goods. Insofar as the amounts of money that the Customer owes to iQQuip® should not yet be due in accordance with the foregoing, then in any case payment of the invoices of iQQuip® must take place within 14 days of the delivery date.
- Payment must be made in a manner to be specified by iQQuip® in the currency in which it was invoiced, unless otherwise indicated in writing by iQQuip®.
- In case the payment term has been exceeded and iQQuip® must send the Customer reminders or reminders, then iQQuip® is entitled to charge € 25,- administration costs per reminder/reminder sent.
- In the event of non-compliance, not timely and/or non-full compliance according to the aforementioned paragraphs, the Customer is in default and in default without a notice of default being required. In the event of default as well as in case of an application for suspension of payment or of the bankruptcy or liquidation of the Customer's business, the Customer owes iQQuip® interest of 1% per month on the amounts owed to iQQuip®, whereby part of the month counts as a full month, or if this is more, the Customer owes the statutory interest on this. iQQuip® is then also entitled to dissolve all agreements with the Customer without any judicial intervention in whole or in part. The Customer is obliged to pay compensation to iQQuip® of all costs and damage incurred for iQQuip®. In addition, any credit granted expires and all amounts due under the other legal relationships (e.g., agreement) are payable at once.
- If the Customer is in default or in default in the (timely) fulfilment of its obligations, then all reasonable costs for obtaining out-of-court payment will be borne by the Customer. The costs incurred shall be fixed in advance between the parties at an amount calculated as follows: 15% on the principal sum with a minimum of € 100,- and a maximum of € 15,000,-.
- iQQuip® has the right to have the payments made by the Customer first of all to reduce the costs, then to deduct the interest due and finally to deduct the principal sum and the accrued interest.
- If the Customer complains, this does not suspend his payment obligation. In that case, the Customer will also be obliged to purchase and pay for the ordered products. The payments to be made by the Customer must be made without deduction, discount or suspension, set-off, compensation, debt comparison, debt sharing and for whatever reason. The Customer therefore expressly waives these rights.
- If iQQuip® has accepted an assignment in whole or in part, the Customer is obliged - which is an integral part of the agreement - to iQQuip® on request in order to prove his/her creditworthiness, either before delivery or afterwards to provide security for the fulfilment of all his/her obligations and to the satisfaction of iQQuip® by, for example, depositing cash, granting a bank guarantee, assignment, granting of a pledge or mortgage right, etc. The amount, extent and manner of the sound security/present to be provided by the Customer are not limited and are determined by iQQuip®. The obligation to provide security referred to in this paragraph also applies to the obligation to pay damage in case iQQuip® of the Customer seeks compensation for damage, which is the result of total or partial dissolution of the agreement attributable to the Customer.
- If the Customer fails to provide security/securities, iQQuip® is not obliged to fulfil or further fulfil its obligations towards the Customer under current agreements, without prejudice to the right of iQQuip® to demand the fulfilment of the agreement or payment of the monies due under the agreement, as well as compensation and/or the security/present in court.

#### Article 10: Guarantees

- There is a guarantee on the products supplied by iQQuip® as determined by it. This warranty is without prejudice to the rights of the Customer arising from the law.
- Any form of guarantee will lapse if a defect has arisen as a result of or arises from injudicious or improper use thereof. The Customer is also not entitled to a guarantee if the defect is caused by or is the result of circumstances over which iQQuip® cannot influence, including weather conditions (such as, but not limited to, extreme rainfall or temperatures) etc. The Customer is not entitled to a warranty due to a defect caused by wear and tear.
- The products delivered by iQQuip® meet the usual requirements and standards that can reasonably be set at the time of delivery and for which they are intended for normal use.

#### Article 11: Cancellation & Returns

- The cancellation of an order is free of charge, as long as iQQuip® has not yet started the execution of the agreement.
- In case of cancellation of the order, after it has been shipped, the Customer must refuse the package upon delivery. If iQQuip® has already received the payment, iQQuip® will refund the purchase price, after receipt of the return shipment. The shipping costs incurred will be deducted from this (only in case the Customer refuses the order at the door and has it taken unopened by the delivery person).
- Also, when returning part of the order by the Customer, the shipping costs are at the expense of the Customer.
- All cancellations, exchanges and returns must be notified in writing to iQQuip®. This can be done by E-mail ([order@iqquip.com](mailto:order@iqquip.com)), or by registered letter. The Customer must state his full name, order and invoice number.

#### Article 12: Right of Complaint

- Complaints in any name and of any kind do not suspend the payment obligation of the Customer. Complaints are only accepted by iQQuip® provided that it is submitted by E-mail ([order@iqquip.com](mailto:order@iqquip.com)) or by registered letter to iQQuip® within 2 days after delivery of the goods. After the expiry of the aforementioned period, the delivered goods shall be deemed irrevocable and unconditionally accepted by the Customer. The proof of timely complaining rests with the Customer. The Customer will only be able to prove the accuracy of his/her advertisement on the basis of the goods, while the Buyer will also be charged with proof that these goods are the same as those delivered by iQQuip® and that the goods are in the same condition as when leaving the warehouse of iQQuip®. Deviations in quality, dimensions, colours, finishes and the like that are technically unavoidable or which are generally permitted according to usage, cannot provide grounds for complaining. Complaining will also only be honoured by iQQuip® if it has been able to check the goods in

their original condition and in original packaging. Only goods that have been returned on behalf of iQQuip<sup>®</sup> and of which the complaining has been acknowledged by iQQuip<sup>®</sup>, will be accepted by iQQuip<sup>®</sup>. The return is at the expense and risk of the Customer. In the event of a justified complaint by the Customer, iQQuip<sup>®</sup> may, at its option, replace the parts or articles to which the complaint relates or credit them to the Customer, to the exclusion of any other right of the Customer to compensation. With regard to complaints, each partial delivery shall be considered as a separate delivery. The goods delivered by iQQuip<sup>®</sup> shall in any case be considered to be sound if the Customer has put the delivered goods or part of them into use, processed or processed them, delivered them to third parties, commissioned them, had them processed or had them delivered to third parties.

#### Article 13: Amendment of the Agreement

1. If during the execution of the agreement it appears that it is necessary to change or supplement the agreement, then iQQuip<sup>®</sup> and the Customer will adjust the agreement in a timely manner and in mutual consultation.
2. Without being in default, iQQuip<sup>®</sup> may refuse a request for amendment, addition or withdrawal of the agreement, if this could have qualitative and/or quantitative consequences, for example, for the work to be carried out in that context. iQQuip<sup>®</sup> is then entitled to payment of the work performed to the original agreement.
3. If the agreement is amended or supplemented, the time of completion of the implementation may be affected. iQQuip<sup>®</sup> will inform the Customer as soon as possible.
4. If the change or addition to the agreement has financial and/or qualitative consequences, iQQuip<sup>®</sup> will inform the Customer in advance.
5. If the amendment or addition of the agreement is the result of circumstances that can be attributed to iQQuip<sup>®</sup>, iQQuip<sup>®</sup> will not charge an additional fee. If modification or addition of the agreement is the result of circumstances that can be attributed to the Customer, iQQuip<sup>®</sup> will charge additional costs.

#### Article 14 – Liability and indemnification

1. iQQuip<sup>®</sup> is not liable for damage caused by the Customer providing iQQuip<sup>®</sup> with no incorrect or incomplete documents and information, or because they were not delivered on time. This includes the situation that the iQQuip<sup>®</sup> is unable to deposit the annual accounts with the Chamber of Commerce within the legal period as a result of an act or omission (on the part) of the Customer.
2. iQQuip<sup>®</sup> is not liable for indirect damage, including lost profits, missed savings, damage due to business stagnation and other consequential or indirect damage resulting from the failure, late or improper performance by iQQuip<sup>®</sup>.
3. The liability of iQQuip<sup>®</sup> is limited to the compensation for the direct damage that is the direct result of a (related series of) attributable shortcoming(s) in the execution of the order. This liability for direct damage is limited to the amount paid out for the relevant case, according to the liability insurer of iQQuip<sup>®</sup>, plus any excess to be borne by iQQuip<sup>®</sup> under the insurance. Direct damage is understood – among other things – to mean the reasonable costs incurred to determine the cause and extent of the damage; the reasonable costs incurred to ensure that the performance of iQQuip<sup>®</sup> comply with the Agreement and the reasonable costs incurred to prevent or limit the damage.
4. If, for whatever reason, the liability insurer does not pay out - as referred to in paragraph 3 of this article - the liability of iQQuip<sup>®</sup> is limited to the amount of the fee charged for the execution of the order. If the contract is a duration agreement with a duration of more than one (1) year, the aforementioned amount shall be set at once the amount of the fee charged to the Customer in the twelve months preceding the occurrence of the damage. Under no circumstances will the total compensation for the damage under this paragraph exceed the invoice amount per attributable shortcoming, unless the parties - given the extent of the order or the risks associated with the order - see reason to deviate from this maximum when entering into the agreement.
5. A coherent series of attributable shortcomings counts as one (1) attributable shortcoming.
6. The limitations of liability set out in this article do not apply if and insofar as there is intent or deliberate recklessness on the part of iQQuip<sup>®</sup> or its management.
7. The Customer is obliged to take damage mitigation measures. iQQuip<sup>®</sup> has the right to undo or limit the damage by repairing or improving the work performed.
8. The Customer indemnifies iQQuip<sup>®</sup> against claims from third parties for damage caused by the Customer providing iQQuip<sup>®</sup> with any incorrect or incomplete documents and/or information.
9. The Customer indemnifies iQQuip<sup>®</sup> against claims from third parties (including employees of iQQuip<sup>®</sup> and third parties engaged by iQQuip<sup>®</sup>) who suffer damage in connection with the execution of the order, which damage is the result of the actions or omissions of the Customer or of unsafe situations in his company or organization.
10. The provisions of paragraphs 1 to 9 of this article relate to both the contractual and non-contractual liability of iQQuip<sup>®</sup> towards the Customer.
11. iQQuip<sup>®</sup> is not liable for damage resulting from the fact that delivery cannot take place within the prescribed period.

#### Article 15: Make and quality

1. If goods by iQQuip<sup>®</sup>, under special quality indication and/or brand, in particular the brands 'iQQuip<sup>®</sup>', 'PlyoDyne<sup>®</sup>' and 'PlyoMatrix<sup>®</sup>' are delivered and invoiced to the Customer by indication on invoice and/or goods, is this obliged, under penalty of forfeiture of a non-mitigatable, immediately due and payable fine of at least € 100,000 per violation or event, not to offer these goods to third parties other than under the indication established by iQQuip<sup>®</sup>, as well as in the case of resellers and/or legal follow-up, however named, to impose this obligation on the Customer, including the aforementioned penalty, on third parties, just as the Customer will also oblige third parties to impose this obligation on its resellers and/or successors in law, however named, to impose. The same fine per violation or event forfeits iQQuip<sup>®</sup> if the Customer and/or its resellers and/or legal successor, whatever the name, offers goods in violation of reality under the special quality designation and/or trademark made by iQQuip<sup>®</sup>, in particular under the brands 'iQQuip<sup>®</sup>', 'PlyoDyne<sup>®</sup>' and 'PlyoMatrix<sup>®</sup>'. The indication on the invoice line in this is decisive. Invoice head is not decisive.

#### Article 16: Intellectual Property

1. iQQuip<sup>®</sup> reserves the rights and powers vested in it under the Copyright Act and other intellectual laws and regulations.

#### Article 17: Personal data

1. Personal data entered by the Customer will be included in a database. This data will be used for the execution of the Customer's order. This data will not be provided to third parties subject to legal obligation.
2. Unless the Customer has indicated that the Customer does not appreciate this, the customer's data will be included in a database of iQQuip<sup>®</sup>. This data will be used to keep the Customer fully up to date with regard to the products and services of iQQuip<sup>®</sup>. The processing of the Customer's data will take place in accordance with the applicable laws and regulations.
3. If desired, the Customer can obtain access to the data stored by iQQuip<sup>®</sup> about the person of the Customer or are included and/or added to the database. The Customer is entitled to request a change of the data if these data are not correct.

#### Article 18: Amendment of general Terms and Conditions

1. iQQuip<sup>®</sup> reserves the right to change these Terms and Conditions. Amendments shall also apply to agreements already concluded, subject to a period of 30 days after publication of the amendments.
2. In the event of changes, iQQuip<sup>®</sup> will inform the Customer of these changes as soon as possible, via email. Non-substantive changes can be made without further notice.
3. If the Customer does not agree with a change, he will inform iQQuip<sup>®</sup> in writing within 2 weeks. iQQuip<sup>®</sup> can reconsider the change. If iQQuip<sup>®</sup> decides not to withdraw the change, the Customer may terminate the agreement until the date on which the change takes effect.

#### Article 19: Applicable law

1. All disputes shall be settled by amicable means or, if this is not possible by the absolutely competent court in the district of Arnhem the Netherlands. However, iQQuip<sup>®</sup> is entitled to submit any disputes to another competent court.
2. Only Dutch law applies to agreements, general Terms and Conditions and any further agreement, as well as to disputes arising from them. Agreements and/or actions are deemed to have been concluded or executed in the Netherlands. The Vienna Convention on International Contracts for the Sale of Movable Property of 11 April 1980 Trb 1981, 184 shall never apply.